



भारत का राजपत्र

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सं. 13]

नई दिल्ली, मार्च 24—मार्च 30, 2013, शनिवार/चैत्र 3—चैत्र 9, 1935

No. 13]

NEW DELHI, MARCH 24—MARCH 30, 2013, SATURDAY/CHAITRA 3—CHAITRA 9, 1935

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

(ई. पी. विभाग)

नई दिल्ली, 21 मार्च, 2013

का.आ. 717.— शत्रु संपत्ति अधिनियम, 1968 की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्रीमति के. सेठ, अधीक्षक, भारतीय शत्रु संपत्ति अभिरक्षक कार्यालय, मुम्बई द्वारा नियुक्त करती है। भारत के लिए शत्रु संपत्ति सभीरक्षक सहायक के रूप में मुम्बई शत्रु संपत्ति अभिरक्षक कार्यालय में मुम्बई, 01-10-2012 से प्रभाव के साथ मुम्बई या जब तक वह शुल्क हैं, जो भी पहले हो जाती है

[सं. 37/51/2009-ई.पी.]

एस. के. अहूजा, अवर सचिव

MINISTRY OF HOME AFFAIRS

(ENEMY PROPERTY SECTION)

New Delhi, the 21st March, 2013

S.O. 717.—In exercise of the powers conferred by Section 3 of the Enemy Property Act, 1968 the Central Government hereby appoints Smt. K. K. Seth, Superintendent in office of Custodian of Enemy Property, Mumbai as Assistant Custodian of Enemy Property for India, Mumbai in office of Custodian of Enemy Property, Mumbai, with effect from 1-10-2012 or until she assumes duty, whichever is earlier.

[No. 37/51/2009-EP]

S. K. AHUJA, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 718.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालय में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप एतद्वारा अधिसूचित करती है :

कार्यालय, महानिरीक्षक,
राजस्थान सेक्टर,
केन्द्रीय रिजर्व पुलिस बल,
जयपुर (राजस्थान) – 302023

[सं. 12017/1/2012-हिन्दी]
अवधेश कुमार मिश्र, निदेशक (राजभाषा)

New Delhi, the 26th March, 2013

S.O. 718.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following office of the Ministry of Home Affairs wherein the percentage of staff having working knowledge of Hindi has gone above 80% :

Office of the Inspector General,
Rajasthan Sector,
CRPF Jaipur (Rajasthan)- 302023

[No. 12017/1/2012-Hindi]

AVADHESH KUMAR MISHRA, Director (OL)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 18 मार्च, 2013

का. आ. 719.—केन्द्रीय सरकार एतद्वारा दण्ड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (सीबीआई) द्वारा दिल्ली उच्च न्यायालय, दिल्ली में आरसी. एसी2 2005 ए0002, एसी-1 (डेनिल मामला) में 2011 की रिट पेटिसन (अपराध), 1351 में तथा इससे संबद्ध तथा इस घटना से उत्पन्न अन्य मामलों में उपस्थित होने के लिए श्री सिद्धार्थ लूथरा, एडिशनल सॉलिसिटर जनरल ऑफ इंडिया को केन्द्रीय अन्वेषण ब्यूरो के विशेष लोक अभियोजक के रूप में नियुक्त करती है ।

[फा. सं. 225/62/2012-एवीडी-II]

राजीव जैन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 18th March, 2013

S. O. 719.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Sidharth Luthra, Additional Solicitor General of India as Special Public Prosecutor for appearing in Writ Petition (Crl.) 1351 of 2011 in RC AC2 2005 A0002, AC-1 (Denel Case) instituted by the Delhi Special Police Establishment (C.B.I.) in the Delhi High Court at Delhi and other matters connected therewith and incidental thereto.

[F. No. 225/62/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 20 मार्च, 2013

का. आ. 720.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तराखण्ड राज्य सरकार, गृह अनुभाग-1, देहरादून के दिनांक 25 फरवरी, 2013, के अधिसूचना संख्या 587/XX(1)-2013-9(14)2012, के द्वारा प्राप्त सहमति से पुलिस थाना कनखल हरिद्वार, उत्तराखण्ड में भारतीय दंड संहिता, 1860 (1860 का अधिनियम संख्या 45) के अधीन धारा 365 के तहत पंजीकृत मामला अपराध संख्या 234/2012 में तथा उपर्युक्त उल्लिखित अपराध के संबंध में या उससे संबद्ध प्रयासों, दुष्प्रेरणाओं तथा षड्यंत्रों तथा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न कोई अन्य अपराध/अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण उत्तराखण्ड राज्य के संबंध में करती है ।

[फा. सं. 228/59/2012-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 20th March, 2013

S.O. 720.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Uttarakhand, Home Section-1, Dehradun vide Notification No. 587/XX(1)-2013-9(14) 2012 dated 25th February, 2013, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttarakhand,

for investigation of Case Crime No. 234/2012 under Section 365 of Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Kankhal Haridwar, Uttarakhand, and attempts, abtments and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/59/2012-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 21 मार्च, 2013

का. आ. 721.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम राज्य सरकार, राजनैतिक (ए) विभाग, दिस्पुर की दिनांक 06 फरवरी, 2013 के अधिसूचना सं. पीएलए 276/2008/135 द्वारा प्राप्त सहमति से अर्थात् :—

क्रम सं.	मामला सं.	विधि की धारा सं.	पुलिस स्टेशन का नाम
(1)	(2)	(3)	(4)
1.	08/2012	भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) के अधीन धारा 379 तथा 429 सपठित वन्य जीव (संरक्षण) अधिनियम, 1972 (1972 की अधिनियम सं. 53) की धारा 51 (1) सपठित आर्म्ज अधिनियम, 1959 (1959 की अधिनियम सं. 54) की धारा 25 (ए) तथा 27	पुलिस स्टेशन रोगमोंगवी (कार्बो-एंग्लोंग)
2.	128/2012	वन्य जीवन (संरक्षण) अधिनियम, 1972 (1972 की अधिनियम सं. 53) की धारा 51 (1) सपठित भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 379 को आर्म्ज अधिनियम, 1959 (1959 का अधिनियम सं. 54) की धारा 25 (1) (ए) को जोड़कर	झाकलाबांदा पुलिस स्टेशन
3.	43/2012	भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) के अधीन धारा 379 तथा 429 सपठित वन्य जीव	पुलिस स्टेशन बोरपाथर

(1)	(2)	(3)	(4)
		(संरक्षण) अधिनियम, 1972 (1972 की अधिनियम सं. 53) की धारा 51 (1) सपठित आर्म्ज अधिनियम, 1959 (1959 की अधिनियम सं. 54) की धारा 27	(संरक्षण) अधिनियम, 1972 (1972 की अधिनियम सं. 53) की धारा 51 (1) सपठित आर्म्ज अधिनियम, 1959 (1959 की अधिनियम सं. 54) की धारा 27
		(2)	

जिला, कार्बो-एंग्लोंग, नागांव तथा गोलाघाट (असम) में गेंडे के शिकार के संबंध में तथा उससे संबद्ध प्रयास, दुष्प्रेरण तथा घड्यंत्र तथा उसी संव्यवहार के क्रम में या उन्हीं तथ्यों से उत्पन्न कोई अन्य अपराध या अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार सम्पूर्ण असम राज्य में करती है।

[फा. सं. 228/10/2013-एकीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 21st March, 2013

S.O. 721.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (A) Department, Dispur vide Notification No. PLA. 276/2008/135 dated 6th February, 2013, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of offences viz :—

Sl. No.	Case No.	Sections Laws	Name of Police Station
(1)	(2)	(3)	(4)
1.	08/2012	Under sections 379 and 429 of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with Section 51 (1) of 1972 (Act No. 53 of 1972) read with sections 25 (1) (a) and 27 of the Arms Act, 1959 (Act No. 54 of 1959)	Police Station Rongmongwe (Karbi-Anglong).
2.	128/2012	Sections 51 (1) Wild Life (Protection) Act, 1972 (Act No. 53 of 1972) read with section 379 of the Indian Penal	Police Station Jakhalabandha

(1)	(2)	(3)	(4)	
		Code, 1860 (Act No. 45 of 1860) added Section 25 (1) (a) of the Arms Act, 1959 (Act No. 54 of 1959)		
3.	43/2012	Under sections 429 and 379 of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with Section 51 (1) of the Wild Life (Protection) Act, 1972 (Act No. 53 of 1972) read with Sections 27 (2) of the Arms Act, 1959 (Act No. 54 of 1959)	Police Station Borpathar	

relating to Rhin poaching in the Districts of Karbi-Anglong, Nagaon and Golaghat (Assam) and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F. No. 228/10/2013-AVD-II]

RAJIV JAIN, Under Secy.

नई दिल्ली, 22 मार्च, 2013

का. आ. 722.—केंद्रीय सरकार दंड संहिता, 1973 (1974) का अधिनियम संख्या-2 की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना द्वारा विशेष न्यायाधीश, के. अ. व्यूरो के गाजियाबाद उत्तर प्रदेश में मामले में पुनरीक्षणों, रिविजनों या उक्त मामलों से उत्पन्न अन्य मामलों में विधि द्वारा स्थापित पुनरीक्षण अथवा अपील संबंधी मामले, एतारएचएम मामलों अर्थात् आरसी 220 2012 ई 0001 सीबीआई ईओयू-IV नई दिल्ली, आरसी 220 2012 ई 0002 सीबीआई ईओयू-IV नई दिल्ली, आरसी 220 2012 ई 0003 सीबीआई ईओयू-IV नई दिल्ली, आरसी 1 (ए) 2012/ एससीयू V/एससी-II/सीबीआई नई दिल्ली, आरसी 2 (ए) 2012/ एससीयू V/एससी-II/सीबीआई नई दिल्ली, आरसी 3 (ए) 2012/ एससीयू V/एससी-II/सीबीआई नई दिल्ली, आरसी 4 (ए) 2012/ एससीयू V/एससी-II/सीबीआई नई दिल्ली, आरसी 052 2012 एस 0001/सीबीआई/एसआईसी-III/नई दिल्ली, आरसी 1/2012/सीबीआई/एससीबी/लखानऊ, आरसी/डीएसटी/2012/ए/0001/सीबीआई/एसटीएफ नई दिल्ली, आरसी/डीएसटी/2012/ए/0002/सीबीआई/एसटीएफ नई दिल्ली, आरसी/डीएसटी/2012/ए/0003/सीबीआई/एसटीएफ नई दिल्ली, आरसी/डीएसटी/2012/ए/0004/सीबीआई/एसटीएफ नई दिल्ली,

आरसी/डीएसटी/2012/ए/0006/सीबीआई/एसटीएफ नई दिल्ली, आरसी/डीएसटी/2012/ए/0007/सीबीआई/एसटीएफ नई दिल्ली, आरसी/डीएसटी/2012/ए/0008/सीबीआई/एसटीएफ नई दिल्ली, आरसी/डीएसटी/2012/ए/0009/सीबीआई/एसटीएफ नई दिल्ली, आरसी/डीएसटी/2012/ए/0010/सीबीआई/एसटीएफ नई दिल्ली से संबंधित मामलों के अभियोजन का संचालन करने के लिए श्री वी.के. शर्मा, वकील को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/5/2013-एवीडी-II]

राजीव जैन, अवर सचिव

New Delhi, the 22nd March, 2013

S.O. 722.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri V. K. Sharma, Advocate as Special Public Prosecutor for conducting prosecution of NRHM group of cases viz., RC 220 2012 E0001 CBI EOU-IV New Delhi, RC 220 2012 E0002 CBIEOU-IV New Delhi, RC 220 2012 E0003 CBIEOU-IV New Delhi, RC 1(A) 2012 /SCU V/SC-II/CBI New Delhi RC 2 (A) 2012/SCU V/SC-II CBI New Delhi, RC 3 (A) 2012/SCU V/SC-II New Delhi, RC 4(A) 2012/SCU V/SC-II CBI New Delhi, RC 052 2012 S0001/CBI/SIC-III New Delhi, RC 1/2012/CBI/SCB/Lucknow, RC/DST/2012/A/0001/CBI/STF New Delhi, RC/DST/2012/A/0002/CBI/STF New Delhi, RC/DST/2012/A/0003/CBI/STF New Delhi, RC / DST/2012/A/0004/CBI/STF New Delhi, RC/DST 12012 /A/ 0006/ CBI/ STF New Delhi, RC/DST/ 2012 /A/ 0007/ CBI/ STF New Delhi, RC/DST/2012/A/0008/CBI/STF New Delhi, RC/DST /New Delhi, RC/DST/2012/A/0009/CBI/STF New Delhi, RC/DST/2012/A/0010/CBI/STF New Delhi in the court of Special Judge, CBI Cases Ghaziabad, Uttar Pradesh instituted by Delhi Special Police Establishment and appeals, revisions or others matters arising out of the said cases in revisional or appellate courts established by law.

[F. No. 225/5/2013-AVD-II]

RAJIV JAIN, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 20 मार्च, 2013

का. आ. 723.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10 की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपबंध पंजाब नैशनल बैंक पर लागू नहीं होंगे, जहां तक उनका संबंध श्री के. आर. कामथ बैंक के अध्यक्ष एवं प्रबंध निदेशक के पीएनबी मेटलाइफ

इंश्योरेन्स कंपनी लि. (पीएमएलआईसी) के बोर्ड में नामित किए जाने से है ।

[फा. सं. 13/1/2011-बीओ-I]

विजय मल्होत्रा, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 20th March, 2013

S. O. 723 .—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government of India, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-clause (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Punjab National Bank in so far as it relates to the nomination of Shri K. R. Kamath, Chairman & Managing Director of the Bank as a Director on the Board of PNB Metlife India Insurance Company Ltd. (PMLIC).

[F. No. 13/1/2011-BO-I]
VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 20 मार्च, 2013

का. आ. 724.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उपखंड (i) के उपबंध पंजाब नेशनल बैंक पर लागू नहीं होंगे, जहां तक उनका संबंध श्री के. आर. कामथ बैंक के अध्यक्ष एवं प्रबंध निदेशक को 20 दिसम्बर, 2012 से दो वर्ष की अतिरिक्त अवधि के लिए या वर्तमान पद पर उनके बने रहने तक या अगले आदेशों के होने तक, जो भी पहले हो, भारतीय निर्यात ऋण गारंटी निगम लि. (ईसीजीसी) के बोर्ड में निदेशक के रूप में नामित करने से है ।

[फा. सं. 13/1/2011-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 20th March, 2013

S. O. 724 .—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government of India, on the recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-section (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to the Punjab National Bank in so far as it relates to the nomination of Shri K. R. Kamath, Chairman & Managing Director of the Bank as a Director on the Board of Export

Credit Guarantee Corporation of India Ltd. (ECGC) for further period of two years from 20th December 2012 or till his continuation in the present capacity or until further orders, whichever event occurs the earliest.

[F. No. 13/1/2011-BO-I]

VIJAY MALHOTRA, Under Secy.

राजस्व विभाग

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 20 मार्च, 2013

का. आ. 725.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2011 से संगठन नेशनल एंटी-फ्लॉडस बायोटेक्नोलॉजी इंस्टीट्यूट, मोहाली को निम्नलिखित शर्तों के अधीन वैज्ञानिक अनुसंधान में लगे वर्ग की श्रेणी में अनुमोदित किया गया है, अर्थात् :—

- (i) अनुमोदित 'वैज्ञानिक अनुसंधान संगठन' का मुख्य उद्देश्य वैज्ञानिक अनुसंधान करना होगा ;
- (ii) अनुमोदित संगठन वैज्ञानिक अनुसंधान कार्यकलाप स्वयं करेगा ।
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा, जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से अपनी खाता-बही की लेखा-परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट, मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा ;
- (iv) अनुमोदित संगठन प्राप्त दान और वैज्ञानिक अनुसंधान के लिए प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा ।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :—

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा बही रखने में असफल रहता है; अथवा

- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अलग लेखा-परीक्षा रिपोर्ट प्रस्तुत करने में असफल रहता है; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त एवं प्रयुक्त दान का अपना विवरण प्रस्तुत करने में असफल रहता है; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को ठीक नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा और उनका पालन नहीं करेगा।
- (च) यदि इसका मुख्य उद्देश्य वैज्ञानिक अनुसंधान करना नहीं रह जाता है।

[अधिसूचना सं. 2/2013/फा. सं. 203/16/2012/आ.क.नि. II]

ऋचा रस्तोगी, अवर सचिव

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 20th March, 2013

S. O.725.—It is hereby notified for general information that the organization National Agri-Foods Biotechnology Institute, MOHALI has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5D of the Income-tax Rules, 1962 (said Rules), from 1-04-2011 and onwards in the category of "Scientific Research Association" engaged in research activities subject to the following conditions, namely:—

- (i) The sole objective of the approved 'scientific research association' shall be to undertake scientific research;
- (ii) The approved organization shall carry out scientific research activity by itself;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect

therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of section 139 of the said Act;

- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization :—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of section 35 of the said Act read with rules 5C and 5D of the said Rules.
- (f) if its sole objective does not remain undertaking scientific research.

[Notification No. 2/2013/F. No. 203/16/2012/ITA-II]

RICHARASTOGI, Under Secy.

केंद्रीय उत्पाद शुल्क आयुक्त का कार्यालय, बैंगलूर-II
आयुक्तालय

बैंगलूर, 21 मार्च, 2013

सं. 01/2012-13

का.आ. 726.—सीमा-शुल्क अधिनियम, 1962 की धारा 152 के खंड (क) के अधीन भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली के दिनांक 1 जुलाई 1994 की अधिसूचना सं 33/94-सी. शु. (एन.टी.) और वित्त मंत्रालय, राजस्व विभाग, भारत सरकार, नई दिल्ली द्वारा दिनांकित 25-10-2001 के अधिसूचना सं 122/2004-सी. शु. (एन.टी.)में यथा संशोधित के जरिए मैं, अशोक, आयुक्त, केंद्रीय उत्पाद शुल्क बैंगलूर-II आयुक्तालय, बैंगलूर, प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक के तुमकमूर जिला में स्थित सर्वे सं. 14, 15, 438, नादूर गाँव, गौडगेरे होबली, सिरा तालुक को सीमा-शुल्क अधिनियम, 1962 की धारा 9 के अधीन 100% निर्यातोन्मुख एकक (ई.ओ.यू.) को स्थापित करने की सीमित उद्देश्य के लिए भांडागार स्टेशन एतदद्वारा घोषित करता हूँ।

[सी.सं. IV/16/68/2012-ई.ओ.यू., बैं-II]

अशोक, आयुक्त

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, BANGALORE-II COMMISSIONERATE

Bangalore, the 21st March, 2013

No. 01/2012-13

S.O. 726 .—In exercise of the powers delegated to the undersigned under Section 9 of the Customs Act, 1962 read with notification No. 33/1994-Cus. (N.T.) dated 1-7-1994 as amended by notification No. 122/2004-Cus.(NT) dated 25-10-2001 issued by the Ministry of Finance, Department of Revenue, Government of India, New Delhi, under clause (a) of Section 152 of the Customs Act, 1962, I, Ashok, Commissioner of Central Excise, Bangalore-II Commissioneerate, Bangalore, hereby declare Survey No. 14, 15, 438 of Naduru Village, Gowdagere Hobli, Sira Taluk, falling under district of Tumkur in the state of Karnataka, as warehousing station under Section 9 of the Customs Act, 1962 for the limited purpose of setting up of a 100% EOU.

[C. No. IV/16/68/2012-EOU, BG-II]

ASHOK, Commissioner

नई दिल्ली, 25 मार्च, 2013

का.आ. 727.—रुग्ण औद्योगिक कंपनी (विशेष उपबंध)

अधिनियम, 1985 की धारा 6 की उप-धारा (2) के साथ पठित धारा 5 की उप-धारा (1) और (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतदद्वारा, कलकत्ता उच्च न्यायालय के सेवानिवृत्त न्यायाधीश, न्यायमूर्ति श्री महाराज सिन्हा को पद का कार्यभार ग्रहण करने की तारीख से उनके 65 वर्ष की आयु प्राप्त कर लेने तक अथवा एएआईएफआर के समापन तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, औद्योगिक और वित्तीय पुनर्निर्माण अपीलीय प्राधिकरण (एएआईएफआर) में 90,000 रुपए (नियत) के वेतनमान में अध्यक्ष के रूप में नियुक्त करती है।

[फा. सं. 20/2/2002-आईएफ-II (खण्ड-III)]

अतीश सिंह, निदेशक

New Delhi, the 25th March, 2013

S.O. 727 .—In exercise of the powers conferred by sub-section (1) and (2) of Section 5 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby appoints Justice Shri Maharaj Sinha, Retd. Judge High Court of Calcutta to the post of Chairman, Appellate Authority for Industrial and Financial Reconstruction (AAIFR) in the pay scale of Rs.90,000 (fixed) w.e.f. the date of assumption of the charge of the post till he attains the age of 65 years or till abolition of AAIFR until further orders, whichever is the earliest.

[F. No. 20/2/2002-IF-II (Vol.-III)]

ATEESH SINGH, Director

नागर विमानन मंत्रालय

(एएआई अनुभाग)

नई दिल्ली, 8 मार्च, 2013

का.आ.728.—भारतीय विमानपत्तन प्राधिकरण के अधिनियम, 1994 (1994 की संख्या 55) की धारा 3 के तहत प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतदद्वारा श्री अनिल श्रीवास्तव, संयुक्त सचिव, नागर विमानन मंत्रालय को श्री आलोक सिन्हा, संयुक्त सचिव के स्थान पर भारतीय विमानपत्तन प्राधिकरण के बोर्ड में अंशकालिक सदस्य के रूप में तत्काल प्रभाव से नियुक्त करती है।

[सं. एवी. 24015/005/94-वीवी(एएआई)]

सैयद इमरान अहमद, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AAI Section)

New Delhi, the 8th March, 2013

S.O. 728.—In exercise of the powers conferred under Section 3 of the Airports Authority of India Act, 1994 (No.55 of 1994), the Central Government hereby appoints Shri Anil Srivastava, Joint Secretary, Ministry of Civil Aviation, as part-time Member on the Board of Airports authority of India vice Shri Alok Sinha, Joint Secretary with immediate effect.

[No. AV. 24015/005/94-VB(AAI)]

SYED IMRAN AHMED, Under Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 20 मार्च, 2013

का.आ. 729.—राजनयिक और कोंसलीय ऑफीसर (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में, केंद्र सरकार एतद्वारा श्री शाहबुद्दीन खान, सहायक तथा श्री गोविन्द शरण गुप्ता, निजी सहायक को 20-3-2013 से भारत के प्रधान कोंसल, जांजीबार में सहायक कोंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/01/2006]

आर. के. पेरिन्डिया, अवर सचिव (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. DIVISION)

New Delhi, the 20th March, 2013

S.O. 729.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Shri Shabuddin Khan, Assistant and Shri Govind Sharan Gupta PA to CG in Consulate General of India Zanzibar, to perform the duties of Assistant Consular Officers with effect from 20th March, 2013.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 12 मार्च, 2013

का.आ. 730.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में वाणिज्य विभाग के अंतर्गत आने वाले कॉफी बोर्ड के निम्नलिखित उप कार्यालयों को अधिसूचित करती है, जिनके 80% से अधिक कर्मचारीवृद्ध ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है :—

1. केन्द्रीय कॉफी अनुसंधान संस्थान, सीआरएस, चिकमगलूर जिला, कर्नाटक राज्य।
2. संयुक्त निदेशक (विस्तरण) का कार्यालय, कॉफी बोर्ड, हासन, कर्नाटक राज्य।
3. उप निदेशक (विस्तरण) का कार्यालय, कॉफी बोर्ड, हासन, कर्नाटक राज्य।
4. वरिष्ठ संपर्क अधिकारी का कार्यालय, कॉफी बोर्ड, मुडिगेरे, कर्नाटक राज्य।
5. संपर्क अधिकारी का कार्यालय, कॉफी बोर्ड, आल्दूर, चिकमगलूर, कर्नाटक राज्य।
6. कनिष्ठ संपर्क अधिकारी का कार्यालय, कॉफी बोर्ड, सागर, कर्नाटक राज्य।

[सं. ई-11013/1/2008-हिन्दी]
श्रीमती देवकी, निदेशक (रा.भा.)

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 12th March, 2013

S.O. 730.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following Sub office of Coffee Board under Department of Commerce, whereof more than 80% staff have acquired working knowledge of Hindi :—

1. Central Coffee Research Institute, CRS, Distt. Chikmaglur, Karnataka state.
2. Office of Joint Director (Extension), Coffee Board, Haasan, Karnataka state.
3. Office of Deputy Director (Extension), Coffee Board, Haasan, Karnataka state.
4. Office of Senior Liaison Officer, Coffee Board, Mudigere, Karnataka state.
5. Office of Liaison Officer, Coffee Board, Aldur, Chikmaglur, Karnataka state.
6. Office of Junior Liaison Officer, Coffee Board, Saagar, Karnataka state.

[No. E- 11013/1/2008-Hindi]

Smt. DEVKI, Director (O.L.)

नई दिल्ली, 21 मार्च, 2013

का.आ. 731.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उप-नियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963(1963 का 22) की धारा 7 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स थेराप्यूटिक्स केमिकल रिसर्च कार्पोरेशन, 151, सेक्टर ए, जोन बी, मान्चेश्वर इंडस्ट्रीयल इस्टेट, भूवनेश्वर - 751 010 को इस अधिसूचना के प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए, वाणिज्य मंत्रालय की अधिसूचना संख्यांक का.आ. 3975 तारीख 20 दिसम्बर, 1965 के साथ उपाबद्ध अनुसूची में विनिर्दिष्ट खनिज और अयस्क, समूह -I अर्थात् लौह अयस्क और मैंगनीज अयस्क(मैंगनीज डायक्साइड को छोड़कर) को निम्नलिखित शर्तों के अधीन उक्त खनिजों और अयस्कों के निर्यात से पूर्व भूवनेश्वर में निरीक्षण करने के लिए अधिकारण के रूप में मान्यता प्रदान करती है, अर्थात् :-

(i) मैसर्स थेराप्यूटिक्स केमिकल रिसर्च कार्पोरेशन, 151, सेक्टर ए, जोन बी, मान्चेश्वर इंडस्ट्रीयल इस्टेट, भूवनेश्वर- 751 010 खनिज और अयस्क समूह-I (निरीक्षण) के निर्यात नियम, 1965 के नियम 4 के अधीन निरीक्षण के क्रियान्वयन के लिए उनके द्वारा अनुसरित पद्धति की परीक्षा करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्देशित अधिकारियों को पर्याप्त सुविधाएं देगा; और

(ii) मैसर्स थेराप्यूटिक्स केमिकल रिसर्च कार्पोरेशन, 151, सेक्टर ए, जोन बी, मान्चेश्वर इंडस्ट्रीयल इस्टेट, भूवनेश्वर- 751 010

इस अधिसूचना के अधीन अपने कृत्यों के अनुपालन में ऐसे निदेशों द्वारा आबद्ध होंगे, जो निदेशक (निरीक्षण और क्वालिटी नियंत्रण) द्वारा समय-समय पर लिखित में दिए जाएं।

[फा.सं. 4/13/2012- निर्यात निरीक्षण]

ए. के. त्रिपाठी, संयुक्त सचिव

New Delhi, the 21st March, 2013

S.O. 731.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognizes, M/s Therapeutics Chemical Research Corporation located at 151, Sec A, Zone B, Mancheswar Industrial Estate, Bhubaneswar - 751 010, for a period of three years from the date of publication of this notification, as an agency for the inspection of Minerals and Ores Group-I, namely, Iron ore and Manganese Ore (excluding Manganese Dioxide) as an agency, specified in the Schedule annexed to notification of the Government of India in the Ministry of Commerce number S.O. 3975, dated the 20th December, 1965, prior to export of said minerals and ores at Bhubaneswar, subject to the following conditions, namely:-

(i) M/s. Therapeutics Chemical Research Corporation, 151, Sec A, Zone B, Mancheswar Industrial Estate, Bhubaneswar - 751 010, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in carrying out the inspection under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965; and

(ii) M/s. Therapeutics Chemical Research Corporation, 151, Sec A, Zone B, Mancheswar Industrial Estate, Bhubaneswar - 751 010, in the performance of their function under this notification shall be bound by such directions as the Director (Inspection and Quality Control) may give in writing from time to time.

[F. No. 4/13/2012- Export Inspection]

A. K. TRIPATHY, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक व्यूरो)

नई दिल्ली, 12 मार्च, 2013

का.आ. 732 .—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों की संशोधन का विवरण नीचे अनुसूची में दिए गए हैं वह स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या वर्ष और शीर्षक	संशोधन संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 14184 : 1994 कीटनाशक-कारटाप हाइड्रोक्लोरोइड जी.- विशिष्टि	संशोधन संख्या 2 वर्ष 2013	31 मार्च, 2013

इस संशोधन की प्रतियां भारतीय मानक व्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 12th March, 2013

S.O. 732 .—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the Amendment	Date of which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 14184 : 1994 Pesticide -Cartap Hydrochloride G— Specification	Amendment No. 2 Year 2013	31 March, 2013

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. FAD/G-128]

Dr. R. K. BAJAJ, Scientist 'F' & Head (Food & Agri.)

नई दिल्ली, 15 मार्च, 2013

का.आ. 733.—भारतीय मानक ब्लूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्लूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 302-1 : 2008 की संशोधन संख्या 2	2 मार्च, 2013	15-03-2013

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्लूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ ईटी 32 /टी-2]
आर. सी. मैथू, वैज्ञानिक 'एफ' एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 15th March, 2013

S.O. 733 .—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 302-1 : 2008 Safety of household and similar electrical appliances, Part 1: General requirements (Sixth Revision)	2 March, 2013	15-3- 2013

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref. ET 32/T-2]

R. C. MATHEW, Scientist 'F' & Head (Electrotechnical)

नई दिल्ली, 15 मार्च, 2013

का.आ. 734.—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप विनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं, को लाइसेंस प्रदान किए गए हैं :—

अनुसूची

क्रम सं	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु संख्या	वर्ष (8) (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)		
1.	3915670	01-02-2013	निलकंठ ट्रेडर्स अटिका (साउथ), नेहरूनगर मेन रोड, धरती वेट ब्रीज के सामने, राजकोट, गुजरात-360002	साफ ठंडे पानी के लिए ऊर्ध्व टर्बाइन मिश्रित और अश्रीय प्रवाह पर्पों की विशिष्टि	1710	—	—	1989
2.	3915771	01-02-2013	फाल्कन पम्पस प्रा.लि. सर्व नं. 39/4, वावडी इन्डस्ट्रीयल एरिया, होटल किज्जा पार्क के पीछे, वावडी, जिला राजकोट गुजरात-360004	कृषि और जलपूर्ति के लिए साफ और ठंडे पानी के विजली के मोनोसेट पम्प	9079	—	—	2002
3.	3917270	06-02-2013	जय अंबे ज्वेलर्स टावर चौक के पास, गांधी रोड, तालुका कुतीयाना, जिला पोरबंदर, गुजरात -362650	स्वर्ण एवं स्वर्ण मिश्रधार्द	1417	—	—	1999
4.	3917371	6-2-2013	थेम बेवेरेजीस गांव दुर्गापुर, तालुका मांडवी, जिला कच्छ, गुजरात -370465	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	—	—	2004
5.	3917472	06-02-2013	के. आर. ज्वेलर्स शोप नं. 23, श्री मनी प्लाजा, कालुभा रोड, कलानाला, जिला भावनगर, गुजरात -364001	स्वर्ण एवं स्वर्ण मिश्रधार्द	1417	—	—	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
6.	3917573	07-02-2013	वाधेश्वरी ज्वेलर्स जुनावास, रामानी नगर, नखत्राना, जिला कच्छ, गुजरात -370615	स्वर्ण एवं स्वर्ण मिश्रधातुएं आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	—	—	1999
7.	3917674	07-02-2013	द्वारकाधीश ज्वेलर्स श्री शोरींग सेन्टर, चकला चोक, बाबरा, जिला अमरेली, गुजरात	स्वर्ण तथा स्वर्ण मिश्रधातुएं के आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
8.	3917977	8-2-2012	द्वारकेश बेरेरेजीस सर्वे नम्बर 582, प्लॉट नं. 81 से 84, गांव वरावला तालुका ओखामंडल, जिला जामनगर, गुजरात -361335	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
9.	3920158	15-02-2013	नवरत्न ज्वेलर्स मेन बाजार धोराजी, जिला राजकोट, गुजरात 360410	स्वर्ण तथा स्वर्ण मिश्रधातुएं के आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
10.	3920259	15-02-2013	जय द्वारकाधीश ज्वेलर्स शोप नं. 4, 2-17, गुंडावाडी, किंजा अंपार्टमेन्ट, राजकोट, गुजरात- 360001	स्वर्ण तथा स्वर्ण मिश्रधातुओं के आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
11.	3920057	18-02-2013	भारत पम्प इन्डस्ट्रीज 1, एटलास इन्डस्ट्रीयल अस्टेर प्लॉट नं. 33, माइक्रो फाईन शघंटी के सामने, होटल किंजा पार्क के सामने, राष्ट्रीय राजमार्ग 8 - बी, गोंडल रोड, राजकोट, गुजरात -360002	निम्जनीय पम्प सेट	8034	.	.	2002
12.	3920663	18-02-2013	पार्थ अन्नप्राइज गोल्डन इन्डस्ट्रीयल एरीया 2, रोलर बेरिंग के पीछे, होटल किंजा पार्क के सामने, रेलवे क्रोसिंग, गोंडल रोड, राजकोट, गुजरात -360002	निम्जनीय पम्प सेट	8034	.	.	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	3920764	18-02-2013	श्रीव पम्पस मीरा उधोग, प्लॉट नं. 65, आजी के पास, जी. आइ. डी. सी. रिंग रोड, राजकोट, गुजरात -360003	निम्जनीय पम्प सेट	8034	.	.	2002
14.	3920865	19-02-2013	धर्म ज्वेलर्स मेन बाजार, पी. ओ. रापर, जिला कच्छ, गुजरात -370165	स्वर्ण तथा स्वर्ण मिश्रधातुएं के आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
15.	3921867	21-02-2013	परफेक्ट प्लास्टीक इन्डस्ट्रीज राष्ट्रीय राजमार्ग 8 - बी, स्पीडवेल मोटोस के पास, रनुजाधाम को-ओपरेटीव सोसायटी, आनंदपर, गांव नवागाम जिला राजकोट, गुजरात -360003	जल आपूर्ति हेतु उच्च घनत्व पॉलीइथाइलीन पाइप	4984	.	.	1995
16.	3922465	22-02-2013	राधिका ज्वेलर्स मेन बाजार, जाफराबाद रोड, खांभा, जिला अमरेली, गुजरात -365650	स्वर्ण तथा स्वर्ण मिश्रधातुएं के आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
17.	3922566	22-02-2013	तुलजा ज्वेलर्स सेन्ट्रल बैंक रोड, मेन बाजार, जामजोधपुर, जिला जामनगर, गुजरात -360530	स्वर्ण तथा स्वर्ण मिश्रधातुएं के आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
18.	3922667	22-02-2013	विन्सर पम्पस सर्वे नं. 172/2, प्लॉट नं.-21, बरून मेटल क्राफ्ट, होटल किंजा पार्क के सामने, राष्ट्रीय राजमार्ग 8 - बी, गोंडल रोड, कोठारीया-राजकोट, राजकोट, गुजरात -360002	खुले कुएं के लिए निम्जनीय पम्पसेट	14220	.	.	1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
19.	3922768	22-02-2013	विन्सर पम्पस सर्वे नं. 172/2, प्लॉट नं.-21, वरुन मेटल क्राफ्ट, होटल क्रिजा पार्क के सामने, राष्ट्रीय राजमार्ग 8 - बी, गोंडल रोड, कोठारीया-राजकोट, राजकोट, गुजरात -360002	निम्जनीय पम्पसेट	8034	.	.	2002
20.	3922869	22-02-2013	वाटरफ्लो पाइपिंग सिस्टम सर्वे नं. 137/1, प्लॉट नं.-7 और 10, पाडवला, तालुका कोटडा सांगनी, जिला राजकोट, गुजरात- 360002	तप्त और अतप्त पेयजल वितरण व्यवस्था के लिए क्लोरीनकृत पॉलीविनायल क्लोराइड (सीपीवीसी) पाइप	15778	.	.	2007
21.	3923063	25-02-2013	रीलीफ पम्प इन्डस्ट्रीज सोमनाथ इन्डस्ट्रीयल एरिया , प्लॉट नं. 15, सर्वे नं. 224, शिव चोक, क्रिजा पार्क के सामने, कोठारीया रेलवे क्रोसिंग के पास, गोंडल हाइवे, कोठारीया, राजकोट, गुजरात -360005	निम्जनीय पम्प सेट	8034	.	.	2002
22.	3923669	27-2-2013	मामा प्रोडक्ट्स मारुति एस्टेट प्लॉट नं. 9 पटेल छात्राल के सामने, जोधपur, रिवर, जोधपur, जिला राजकोट, गुजरात -363641	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543	-	-	2004
23.	3923770	27-02-2013	परसोतम लखामसी एण्ड क. गंगा बाजार, अंजार, जिला कच्छ, गुजरात- 370110	स्वर्ण तथा स्वर्ण मिश्रधातुएं , आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
24.	3923871	27-02-2013	सोनी प्रेमजी गोविंदजी होस्पीटल रोड, विजय नगर, भुज, जिला कच्छ, गुजरात- 370001	स्वर्ण तथा स्वर्ण मिश्रधातुएं , आभूषण/शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999

[सं. केन्द्रीय प्रमाणन विभाग/ 13:11]

एम. राधाकृष्णा, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 15th March, 2013

S.O. 734 .—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certificate) Regulations 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01.	3915670	01-02-2013	M/s Nilkanth Traders Atika (South), Nehrunagar Main Road, Opposite Dharti Weigh Bridge, Rajkot, Gujarat-360002	Specification for Pumps -Vertical Turbine Mixed and Axial Flow, for Clear Cold Water	1710	0	0	1989
02.	3915771	01-02-2013	M/s Falcon Pumps Pvt. Ltd. Survey No. 39/4, Vavdi Industrial Area, Behind Hotel Krishna Park, At Vavdi, District : Rajkot, Gujarat-360004	Electric Monoset Pumps for Clear, Cold Water for Agricultural and Water Supply Purposes — Specification	9079	0	0	2002
03.	3917270	06-02-2013	M/s Jay Ambe Jewellers Near Tower Chowk, Gandhi Road, Taluka Kutiyana, District : Porbandar, Gujarat-362650	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking — Specification	1417	0	0	1999
04.	3917371	06-02-2013	M/s Thaim Beverages. Village Durgapur, Mandvi, District : Kachchh, Gujarat-370465	Packaged Drinking Water (other than Packaged Natural Mineral Water) - Specification	14543	0	0	2004
05.	3917472	06-02-2013	M/s K. R. Jewellers Shop No. 2/3, Shri Mani Plaza, Kalubha Road, Kalanala, District : Bhavnagar Gujarat-364001	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking Specification	1417	0	0	1999
06.	3917573	07-02-2013	M/s Vagheshvari Jewellers Junavas, Ramani Nagar, Nakhatrana, District : Kachchh, Gujarat-370615	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking Specification	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
07.	3917674	07-02-2013	M/s Dwarkesh Jewellers Shree Shopping Centre, Chakla Chowk, Babra, District : Amreli, Gujarat	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking — Specification	1417	0	0	1999
08.	3917977	08-02-2013	M/s Dwarkesh Beverages. Survey No. 582, Plot No. 81 to 84, Village Varavala, Taluka Okhamandal, Okhamandal, District : Jamnagar, Gujarat-361335	Packaged Drinking Water (other than Packaged Natural Mineral Water) - Specification	14543	0	0	2004
09.	3920158	15-02-2013	M/s Navratna Jewellers Main Road, Dhoraji, District : Rajkot, Gujarat-360410	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking— Specification	1417	0	0	1999
10.	3920259	15-02-2013	M/s Jay Dwarksdhid Jewellers Shop No. 4, 2-17, Gundawali, Krishna Appartment, District : Rajkot, Gujarat-360001	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking Specification	1417	0	0	1999
11.	3920057	18-02-2013	M/s Bharat Pump Industries, 1, Atlas Industrial Estate, Plot No. 33, Opposite Micro Fine Shaghti, Opposite Hotel Krishna Park, National Highway 8-B, Gondal Road, Rajkot, Gujarat-360002	Submersible Pumpsets - Specification	8034	0	0	2002
12.	3920663	18-02-2013	M/s Parth Enterprise Golden Industrial Area-2, Behind Roler Bearing, Opposite Hotel Krishna Park, Railway Crossing, Gondal Road, Rajkot, Gujarat-360002	Submersible Pumpsets - Specification	8034	0	0	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
13.	3920764	18-02-2013	M/s Shiv Pumps Meera Udyog, Plot No. 65, Near Aji, GIDC Ring Road, Rajkot, Gujarat-360003	Submersible Pumpsets - Specification	8034	0	0	2002
14.	3920865	19-02-2013	M/s Dharam Jewellers Main Bazar, P. O. Rapar, District : Kachchh, Gujarat-370165	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking — Specification	1417	0	0	1999
15.	3921867	21-02-2013	M/s Perfect Plastic Industries, National Highway 8-B, Near Speedwell Motors, Ranujadham Co-operative Society, Anandpar, Village Navagar, District : Rajkot, Gujarat-360003	Specification for high density polyethylene pipes for potable water supplies	4984	3	0	1995
16.	3922465	22-02-2013	M/s Radhika Jewellers Main Bazar, Jafrabad Road, Khambha, District : Amreli, Gujarat-365650	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking — Specification	1417	0	0	1999
17.	3922566	22-02-2013	M/s Tulja Jewellers Central Bank Road, Main Bazar, Jamjodhpur, District : Jamnagar Gujarat-360530	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking- Specification	1417	0	0	1999
18.	3922667	22-02-2013	M/s Winsor Pumps Survey No. 172/2, Plot No. 21, Varun Metal Craft, Opposite Hotel Krishna Park, National Highway 8-B, Gondal Road, Kothariya-Rajkot, Rajkot, Gujarat-360002	Openwell Submersible Pumpsets - Specification	14220	0	0	1994

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
19.	3922768	22-02-2013	M/s Winsor Pumps Survey No. 172/2, Plot No. 21, Varun Metal Craft, Opposite Hotel Krishna Park, National Highway 8-B, Gondal Road, Kothariya-Rajkot, Rajkot, Gujarat-360002	Submersible Pumpsets - Specification	8034	0	0	2002
20.	3922869	22-02-2013	M/s Waterflo Piping System Survey No. 137/1, Plot no. 7 & 10, Padavla, Taluka Kotda Sangani, District : Rajkot, Gujarat-360002	Chlorinated PVC Pipes For Potable Hot and Cold Water Distribution Supplies	15778	0	0	2007
21.	3923063	25-02-2013	M/s Relief Pump Industries, Somnath Industrial Area, Plot No. 15, Survey No. 224, Shiv Chowk, Opposite Krishna Park, Near Kothariya Railway Crossing, Gondal Highway, Kothariya Rajkot, Gujarat-360005	Submersible Pumpsets - Specification	8034	0	0	2002
22.	3923669	27-02-2013	M/s Mama Products Maruti Estate, Plot No. 9, Opposite Patel Chhatra- laya, Jodhpur River, Jodhpur, District : Rajkot Gujarat-363641	Packaged Drinking Water (other than Packaged Natural Mineral Water) - Specification	14543	0	0	2004
23.	3923770	27-02-2013	M/s Parshottam Lakhamshi & Co. Ganga Bazar, Anjar, District : Kachchh, Gujarat-370110	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking— Specification	1417	0	0	1999
24.	3923871	27-02-2013	M/s Soni Premji Govindji Hospital Road, Vijaynagar, Bhuj, District : Kachchh, Gujarat-370001	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking — Specification	1417	0	0	1999

नई दिल्ली, 15 मार्च, 2013

का.आ.735.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस रद्द किए गए हैं :

अनुसूची

क्र. सं.	लाइसेंस संख्या एवं पता	लाइसेंसधारी का नाम	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्दीकरण तिथि
(1)	(2)	(3)	(4)	(5)
1.	3869689	मैसर्स ओम साई बेवरेज्स हनुमानजी मंदिर के पास, जी आई डी सी I के सामने, गुडला, तालुका सिहोर, जिला भावनगर, गुजरात-364240	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	22 फरवरी, 2013

[सं. केन्द्रीय प्रमाणन विभाग/13:11]
एम. राधाकृष्ण, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 15th March, 2013

S.O. 735.—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant licences particulars of which are given below have cancelled/suspended with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspended	Date of Cancellation
(1)	(2)	(3)	(4)	(5)
1.	3869689	Om Sai Beverages Near Hanumanji Temple, Opp. GIDC-I, Gudala, Taluka Sihor, Distt : Bhavnagar, Gujarat -364240	Packaged Drinking Water (other than Packaged Natural Mineral Water)- Specification	22-02-2013

[No. CMD/13:11]

M. RADHAKRISHNA, Scientist 'F' & Head

नई दिल्ली, 18 मार्च, 2013

का.आ. 736.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	स्थापित भारतीय मानकों की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1448 [पी : 8] : 2012/आई एस ओ/ 4262:1993 पेट्रोलियम एवं इसके उत्पादों की	कुछ नहीं	दिसम्बर, 2012

(1)	(2)	(3)	(4)
	परीक्षण पद्धतियाँ [पी : 8] कार्बनिक अवशिष्ट ज्ञात करना—रैम्सबॉटम पद्धति (दूसरा पुनरीक्षण)		
2.	आईएस 1448 [पी : 10/वर्ग 1] : 2012/ आई एस ओ/3015 : 1992 पेट्रोलियम एवं इसके उत्पादों की परीक्षण पद्धतियाँ [पी : 10] क्लाउड पॉइंट एवं पोअर पॉइंट अनुभाग 1 क्लाउड पॉइंट ज्ञात करना (दूसरा पुनरीक्षण)	कुछ नहीं	दिसम्बर, 2012
3.	आईएस 1448 [पी : 21] : 2012/आई एस ओ/2719:2002 पेट्रोलियम एवं इसके उत्पादों की परीक्षण पद्धतियाँ [पी : 21] ज्वलन बिंदु ज्ञात करना — पेन्सकी-मार्टीन्स क्लोज्ड कप पद्धति (तीसरा पुनरीक्षण)	कुछ नहीं	दिसम्बर, 2012
4.	आईएस 1448 [पी : 39] : 2012/आई एस ओ/3007: 1999 पेट्रोलियम एवं इसके उत्पादों की परीक्षण पद्धतियाँ [पी : 39] वाष्प दाब ज्ञात करना — रीड पद्धति (दूसरा पुनरीक्षण)	कुछ नहीं	दिसम्बर, 2012
5.	आईएस 1448 [पी : 9] : 2013/आई एस ओ/5165:1998 पेट्रोलियम एवं इसके उत्पादों की परीक्षण पद्धतियाँ [पी : 9] डीजल ईंधन की प्रज्वलन गुणता ज्ञात करना — सीटेन इंजन पद्धति (पहला पुनरीक्षण)	कुछ नहीं	जनवरी, 2013
6.	आईएस 1448 [पी : 10/वर्ग 2] : 2013/आई ^१ एस ओ/3016:1994 पेट्रोलियम एवं इसके उत्पादों की परीक्षण पद्धतियाँ [पी : 10] क्लाउड पॉइंट एवं पोअर पॉइंट अनुभाग 2 पोअर पॉइंट ज्ञात करना (दूसरा पुनरीक्षण)	कुछ नहीं	जनवरी, 2013
7.	आईएस 1448 [पी : 27] : 2013/आई एस ओ/5164:2005 पेट्रोलियम एवं इसके उत्पादों की परीक्षण पद्धतियाँ [पी : 27] मोटर ईंधन का अपस्कोटक अभिलक्षण ज्ञात करना— अनुसंधान पद्धति (पहला पुनरीक्षण)	कुछ नहीं	जनवरी, 2013
8.	आईएस 1448 [पी : 30] : 2013/आई एस ओ/3735:1999 पेट्रोलियम एवं इसके उत्पादों की परीक्षण पद्धतियाँ [पी : 30] कच्चा पेट्रोलियम एवं ईंधन तेल — तलछट ज्ञात करना — निष्कर्षण पद्धति (दूसरा पुनरीक्षण)	कुछ नहीं	जनवरी, 2013
9.	आईएस 9316 [भाग 5] : 2013/आई एस ओ/123: 2001 रबड़ लैटेक्स की परीक्षण पद्धतियाँ भाग 5 नमूने लेना [आर एल : 5] (दूसरा पुनरीक्षण)	कुछ नहीं	जनवरी, 2013

(1)	(2)	(3)	(4)
10.	आईएस 14794 : 2013/आई एस ओ/2302: 2005 आइसोब्यूटीन-आइसोप्रीन रबड़ (आई आई आर) –मूल्यांकन प्रक्रियाएं (पहला पुनरीक्षण)	कुछ नहीं	जनवरी, 2013

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ पीसीडीजी/7 (गजट)]
डॉ. (श्रीमति) विजय मलिक, वैज्ञानिक 'एफ' एवं प्रमुख (पेट्रोलियम, कोयला एवं संबंद्ध उत्पाद विभाग)

New Delhi, the 18th March, 2013

S.O. 736.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the date indicated :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 1448 [P: 8] : 2012/ISO 4262 : 1993 Methods of Test for Petroleum and its Products [P:8] Determination of Carbon Residue — Ramsbottom Method (Second Revision)	NA	Dec., 2012
2.	IS 1448 [P: 10/Sec 1] : 2012/ISO 3015 : 1992 Methods of Test for Petroleum and its Products [P: 10] Cloud Point and Pour Point Section 1 Determination of Cloud Point (Second Revision)	NA	Dec., 2012
3.	IS 1448 [Part 21] : 2012/ISO 2719 : 2002 Methods of Test for Petroleum and its Products [P: 21] Determination of Flash Point —Pensky-Martens Closed Cup Method (Third Revision)	NA	Dec., 2012
4.	IS 1448 [P:39] : 2012/ISO 3007 : 1999 Methods of Test for Petroleum and its Products [P :39] Determination of Vapour Pressure - Reid Method (Second Revision)	NA	Dec., 2012
5.	IS 1448 [P: 9] : 2013/ISO 5165 : 1998 Methods of Test for Petroleum and its Products [P : 9] Determination of the Ignition Quality of Diesel Fuels-Cetane Engine Method (First Revision)	NA	Dec., 2013

(1)	(2)	(3)	(4)
6.	IS 1448 [P: 10/Sec 1] : 2013/ISO 3016 : 1994 Methods of Test for Petroleum and its Products [P : 10] Cloud Point and Pour Point Section 2 Determination of Pour Point (Second Revision)	NA	Jan., 2013
7.	IS 1448 [P: 27] : 2013/ISO 5164 : 2005 Methods of Test for Petroleum and its Products [P : 27] Determination of Knock Characteristics of Motor fules-Research Method (First Revision)	NA	Jan., 2013
8.	IS 1448 [P: 30] : 2013/ISO 3735 : 1999 Methods of Test for Petroleum and its Products [P : 30] Crude Petroleum and Fuel Oils-Determination of Sediment-Extraction Method (Second Revision)	NA	Jan., 2013
9.	IS 9316 [P: 5] : 2013/ISO 123 : 2001 Methods of Test for Rubber Latex Part 5 Drawing of Samples [RL:5] (Second Revision)	NA	Jan., 2013
10.	IS 14794 : 2013/ISO 2302 : 2005 Isobutene-Isoprene Rubber (IIR) — Evaluation Procedures (First Revision)	NA	Jan., 2013

Copy of these Standard are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. PCD/G-7(Gazette)]

Dr. (Mrs.) VIJAY MALIK, Scientist 'F' & Head
(Petroleum, Coal & Related Products Department)

नई दिल्ली, 18 मार्च, 2013

का.आ.737.—भारतीय मानक व्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 5325:1989 वस्तुओं के परिवहन के लिए बाक्स पैलेटों की परीक्षण पद्धतियां (पहला पुनरीक्षण)	संशोधन संख्या 1, मार्च, 2013	तत्काल प्रभाव से
2.	आई एस 7276:1989 वस्तुओं के परिवहन के लिए व्यव न होने वाले सामान्य प्रयोजन के फ्लैट पैलेट-विशिष्ट	संशोधन संख्या 2, मार्च, 2013	तत्काल प्रभाव से

संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे परवाणु, देहरादून तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ टी ई डी/जी-16]
पी. सी. जोशी, वैज्ञानिक 'एफ' एवं प्रमुख (टी ई डी)

New Delhi, the 18th March, 2013

S.O. 737 .—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl.No.	No. year and title of the Indian Standards	No. and year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 5325:1989 Box Pallets for through transit of goods — Methods of test	Amendment No. 1 March, 2013	With immediate effect
2.	IS 7276:1989 Non-expendable general purpose flat pallets for through transit of goods — Specification	Amendment No. 2 March, 2013	With immediate effect

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Parwanoo, Dehradun, Thiruvananthapuram.

[Ref TED/G-16]

P. C. JOSHI, Scientist 'F' & Head (Transport Engg.)

नई दिल्ली, 19 मार्च, 2013

का.आ. 738.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1825:1983 एल्यूमिनियम मिश्र धातु दूध के डिब्बे - विशिष्टि (दूसरा पुनरीक्षण)	संशोधन संख्या 3, वर्ष 2012	30, अप्रैल 2013
2.	आई एस 14433:2007 शिशु दुध के वैकल्पिक आहार - विशिष्टि (पहला पुनरीक्षण)	संशोधन संख्या 3, वर्ष	30, अप्रैल 2013

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह ज़फर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूर्णे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एफएडी/जी-128]
कुमार अनिल, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 19th March, 2013

S.O. 738.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl.No.	No. and Year of the Indian Standards	No. and Year of the Amendment	Date on which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1825:1983 Specification for Aluminum Alloy Milks Cans (Second Revision)	Amendment No. 3 Year 2012	30 April, 2013
2.	IS 14433:2007 Infant milk substitute-Specification (First Revision)	Amendment No. 3 Year 2012	30 April, 2013

Copy of the amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref FAD/G-128]

KUMAR ANIL, Scientist 'F' & Head (Food & Agri.)

नई दिल्ली, 21 मार्च, 2013

का.आ.739.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु संख्या	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3865883	03-09-2012	मैसर्स चॉकसी चंदूलाल जीवराजभाई, स्वामीनारायण मंदिर के पास, डल्लू नंबर 8-1662, भावसारवाड, नडियाड-387001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	3868081	03-09-2012	मैसर्स अपार इंडस्ट्रीज (यूनिफ्लैक्स केबल), 158-162, जी आईडी सी, अंबरगांव बलसाद-396171	इलास्टोमर इंसूलेटिड फ्लैक्सबल केबल्स फार यूर इन माईन्स	14494	-	-	1998
3.	3866380	04-09-2012	मैसर्स विशाखा इरीगेशन प्रा. लिमिटेड, ब्लाक नंबर 792, मोनिक इंडस्ट्री के पास, सरसपुर रोड, गाँव मोती बोयन, ताण कलोल, गांधीनगर-382721	यू पी वी सी पाईप फार सायल तथा वेस्ट डिस्चार्ज सिस्टम इनसाईड बिल्डिंग इनक्लूडिंग वैटिलेशन तथा रेनवाटर सिस्टम	13592	-	-	1992
4.	3866077	04-09-2012	मैसर्स एकवा साफ्ट बिवरेज, प्लाट नंबर 4/बी, रामेश्वर अपार्टमेंट के पास, आनंद चिकोदरा रोड, गणेश रूपापुरा के पास, आनंद 388001	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
5.	3872375	05-09-2012	मैसर्स विनोदचंद्रा आईस फैक्टरी, फतेहपुरा रोड, कैनाल चोकडी, खरखडी, पादरावडोदरा	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
6.	3869285	06-09-2012	मैसर्स जहान स्टील लिमिटेड, प्लाट नंबर 1515, जी आई डी सी, केराला, बावला, अहमदाबाद 382220	कार्बन स्टील कास्ट बिलैट इनगोट्स, बिलैट ब्लूम्स तथा स्लैब्स फार रि रोलिंग इंट्र स्टील फार जनरल स्टकचरल परपस	2830	-	-	2012
7.	3867988	07-09-2012	मैसर्स भगवानदास जैवैलसर्स ढोलीकुई नगर कुआं रोड, शाहीवालानी खड़की, पेटलाड, हाउस नंबर 399/1, वार्ड नंबर 6, आनंद	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
8.	3870270	10-09-2012	मैसर्स प्रगति एग्रो इंडस्ट्रीज, 9, विनायक फलेट, खेरालू रोड, विसनगर, मेहसाना	पावर थ्रेशर्स, सेफ्टी रिक्वायरमेंट्स	9020	.	.	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	3868586	11-09-2012	मैसर्स गोकुल फूड तथा बिवरेज, अतिथि गोकुल, गोता क्रास रोड, गोता चोकडी, एस जी हाइवे गोता, अहमदाबाद 380061	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
10.	3868687	11-09-2012	मैसर्स यश रबर इंडस्ट्रीज, सर्वे नंबर 25, एट बेताली, इडर, साबराकांटा	एमिटिंग पाईप्स सिस्टम	13488	-	-	2008
11.	3871878	11-09-2012	मैसर्स कांतिलाल चुनीलाल तथा सन्स एपलाइसिंस प्रा. लिमिटेड, 48/493, जवाहर रोड, उद्योगनगर, उधना, सूरत 394210	एक्सप्लोसिव एटमासफियर्स पार्ट-1, इक्यूपमैट प्रोटैक्शन बाई फलेमप्रूफ एनकलोसर्स “डी”	60079	-	1	2007
12.	3869184	12-09-2012	मैसर्स ग्रेट वाईट इलैक्ट्रिकल्स प्रा. लि. पी नंबर एस नंबर/32/ 2/पी2, 35/2, 36/1, 38/पी, 39/2, एन एच -8, गांव गुंडलाव वलसाद	पी वी सी इंसूलेटिड केबल	694	-	-	1990
13.	3870674	12-09-2012	मैसर्स प्रमुख बिवरेज बैंक आफ बड़ोदा के पास एट तथा पी ओ उचल, डिस्ट्रिक्ट तापी, सूरत-394375	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
14.	3871272	17-09-2012	मैसर्स श्री बालाजी ज्वैलर्स, ए, 8 सिल्वर काम्पलैक्स, वी पी रोड, धोबीवाड़, वलसाद-396001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
15.	3870876	17-09-2012	मैसर्स एन एस ज्वैलर्स, 5, 6, कमल काम्पलैक्स, सरदार स्टेडियम सर्कल के पास, सी जी रोड, नवरांगपुरा, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
16.	3870977	17-09-2012	मैसर्स राधिका ज्वैलर्स, जैन पाठशाला के सामने, स्टेशन रोड मेहसाना-384001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
17.	3871070	17-09-2012	मैसर्स द गोल्ड मार्क, 4/5, पाटिदार जिन काम्पलैक्स, स्टेशन रोड, पी ओ बारडोली, डि. सूरत-394206	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
18.	3871171	18-09-2012	मैसर्स अल्ट्रा विनियर प्रोडक्ट्स, ब्लाक नंबर 491, एट ताजपार गाँव, ता. प्रांतिज, डि. साबरकांटा 382305	बुडन फ्लश डोर शर्ट्स (सालिड कोर टाईप) : पार्ट 1 प्लाइबुड फेस पैनलस	2202	1	.	1999
19.	3871373	18-09-2012	मैसर्स अल्ट्रा विनियर प्रोडक्ट्स, ब्लाक नंबर 491, एट ताजपार गाँव, ता. प्रांतिज, डि. साबरकांटा 382305	ब्लाक बोर्ड	1659	-	.	2004
20.	3871777	18-09-2012	मैसर्स महावीर सबमर्सिबल्ट्स प्रा. लि., सर्वे नंबर 287, वैस्ट्रन पेट्रोल पम्प के सामने, कालीकुड़, खेडा हाइवे, ढोलका, खेड़ा-387810	मोर्टर्स फार सबमर्सिबल पम्पसैट	9283	-	.	1995
21.	3870775	18-09-2012	मैसर्स गुरुकृपा आर्ट जैवलरी, तारवाडी पाडो वार्ड नंबर 3, हाउस नंबर 6, 3/6 पी एन बी स्टेशन रोड के पास, आगेकदम रोड, पेटलाड, डि. आनंद	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
22	3871979	18-09-2012	मैसर्स ए एम स्टील, प्लाट नंबर 4, ब्लाक नंबर 382, चांगोदर इंडस्ट्रियल एस्टेट, त्रिवेदी मार्बल लेन, सरखेज बावला हाइवे चांगोदर अहमदाबाद 382213	कार्बन स्टील कास्ट बिलैट इनगोट्स, बिलैट ब्लूमस तथा स्लैबस फार रि-रोलिंग इंट्रॉ स्टील फार जनरल स्टकचरल परपस	2830	-	-	2012
23.	3872072	18-09-2012	मैसर्स श्री बहुचर इंडस्ट्रीज 41/ए/1, उमिया एस्टेट, एन एच नंबर 8, रखियाल, अहमदाबाद	पम्पस - रिजैनरेटिव और क्लीयर, कोल्ड वाटर	8472	.	.	1998
24.	3874682	25-09-2012	मैसर्स श्री हरि इंडस्ट्रीज बी/12, मंगलम एस्टेट, ओमकार क्रांसिंग रोड, मैमको, नरोडा, अहमदाबाद 380025	सबमर्सिबल पम्पसैट	8034	-	.	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
25.	3875179	25-09-2012	मैसर्स हीरांबा इंडस्ट्रीज लिमिटेड, यूनिट-3, प्लाट नंबर 1503/1, जी आई डी सी फेस III वापी वलसाद-396195	डैल्टा मैथरिन एफ	14411	-	.	1996
26.	3872981	25-09-2012	मैसर्स मोती गोल्ड, 51, अलकापुरी आरकडे, वैलकम होटल के सामने, आर सी दत रोड, वडोदरा-390007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
27.	3874076	25-09-2012	मैसर्स भू मिनरल, 547, सैंट्रल जेल रोड, सुभाष ब्रीज, साबरमती, अहमदाबाद-380027	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
28.	3874177	25-09-2012	मैसर्स श्री लक्ष्मी वुड इंडस्ट्रीज, ब्लाक नंबर 119/120, उजेडिया रोड, सलतपुर चोकडी के पास, एट माहियाल, ता तालोड, डिस्ट्रिक्ट साबरकांटा-383215	मैरिन प्लाईवुड	710	-	-	2010
29.	3874278	26-09-2012	मैसर्स मैक वैल टैक्सटाईल इंडस्ट्रीज, 2, एलाइंड इंडस्ट्रियल एस्टेट, नारायण वे ब्रीज के पास अनिल स्ट्राच रोड, अहमदाबाद-380025	सबर्मर्सिबलस पम्पसैट	8034	-	.	2002
30.	3873276	26-09-2012	मैसर्स कल्याण जैवलर्स सालेम प्रा. लिमिटेड, 732-1, चादावाड पुलिस स्टेशन के सामने, अंबावाडी, अहमदाबाद-380006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
31.	3873377	26-09-2012	मैसर्स मनिष तथा कम्पनी, शॉप नंबर 4,5,10 सिद्धार्थ काम्पलैक्स, कालेज रोड, पी ओ पेटलाड, डि. आनंद-388450	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
32.	3873478	26-09-2012	मैसर्स गलोरिना जैवलर्स, 309, इस्कोन आरकडे, स्वागत क्रास रोड के पास, सी जी रोड, अहमदाबाद-380009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
33.	3873579	26-09-2012	मैसर्स चोकसी सागरमाल प्रतापचंद, 120/19/126 मणिलाल नाथाभाई नी चाल, परमानंद पटेल नी चाल, पोपटावाड के पास, राजपुर गोमतीपुर, अहमदाबाद-380021	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
34.	3874397	27-09-2012	मैसर्स लक्ष्मी जवैलर्स, 17/18/19, जी एफ एफिल टावर, लंबे हनुमान रोड, वराढा, सूरत-395006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
35.	3874985	27-09-2012	मैसर्स सारथी एग्रो कैम, 1306/5, फेस-4 जी आई डी सी, नरोडा अहमदाबाद-382330	क्लोरपाईरफास इमलसिफाइएबल कंसट्रैट	8944	.	.	1978
36.	3875078	27-09-2012	मैसर्स शालीमार प्लास्टिक इंडस्ट्रीज, प्लाट नंबर 1812, जी आई डी सी, हलोल, पंचमहल-389350	लो डैलसिटी पालथिलीन फिल्म	2508	.	.	1984
37.	3875987	27-09-2012	मैसर्स परफैक्ट केबल्स, प्लाट नंबर 50, नवागाम उद्योग नगर, एन एच नंबर 8, कामरेज चार रस्ता, कामरेज सूरत	पी वी सी इंसूलेटिड केबल	694	.	.	1990
38.	3875381	27-09-2012	मैसर्स विशाट बोटलिंग, 159/ए आर्शवा इंडस्ट्रियल पार्क, सफारी काम्पलैक्स, भैस्टन, सूरत-395023	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
39.	3875482	28-09-2012	मैसर्स साई हस्ती बिवरेजस, प्लाट नंबर सी/12/ए, जलधारा सोसाइटी, एट गाँव सिसोधरा (गणेश), ता नवसारी-396463	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
40.	3881679	28-09-2012	मैसर्स सारथी एंटरप्राइस, 36, यमुना नगर, मोमायी के पास, माता मर्दिर, अंजना फार्म, सूरत-395010	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004

New Delhi, the 21st March, 2013

S.O. 739.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01.	3865883	03-09-2012	M/s Choksi Chandulal Jivrajbhai, Near Swaminarayan Temple, WNo. 8-1662, Bhavasarwad, Nadiad. 387001	Gold and gold Alloys, Jewellery/ Artefacts-Fineness and marking	1417	0	0	1999
02.	3868081	03-09-2012	M/s APAR Industries Ltd. (Unit: Uniflex Cables) 158-162, G I D C, umbergaon, Valsad -396171	Elastomer insulated flexible cables for use in mines (Combined revision of IS: 691 and IS: 1026)	14494	0	0	1998
03.	3866380	04-09-2012	M/s Sishakha Irrigation Pvt. LTd. Block No. 792, NR. Monic Industry, Sabaspur Raod, Village Moti Bhoyan, Taluka: Kalol Gandhinagar -382721	UPVC Pipes for soil and waste discharge systems inside buildings including ventilation and rain-water system	13592	0	0	1992
04.	3866077	04-09-2012	M/s Aqua Soft Beverages Plot No. 4/B, Near Rameshwar appartment, Anand Chikodara Road, Near Ganesh Rupa Pura Anand-388001	Packaged Drinking Water (other than Packaged Natural Mineral Water) -	14543	0	0	2004
05.	3872375	05-09-2012	M/s Vinodchandra Ice Factory Fatehpura Road, Canal Chokdi, Karkhadhi, Padra. Vadodara	Packaged Drinking Water (other than Packaged Natural Mineral Water) -	14543	0	0	2004
06.	3869285	06-09-2012	M/s Jahaan Steel Limited Plot No. 1515, G.I.D.C. Kerala, Bavla Ahmedabad-382220	Carbon Steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	0	0	2012
07.	3867988	07-09-2012	M/s Bhagvandas Jewellers Dholikui Nagar Kua Road, Shahiwalani Khadki, Petlad Dist Anand House No. 399/1 Ward No 6. Anand	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
08.	3870270	10-09-2012	M/s Pragati Agro Industries 9, Vinayak Flat, Kheralu Road Safety Requirements Visnagar, Mahesana- 384315 Gujarat	Power threshers-	9020	0	0	2002
09.	3868586	11-09-2012	M/s Gokul Food and Beverages Atithi Gokul, Gota Cross Road, Gota Chokdi, S. G. Highway. Gota. Ahmedabad -380061	Packaged drinking water (other than packaged natural mineral water)	14543	0	0	2004
10.	3868687	11-09-2012	M/s Yash Rubber Industires Survey No. 25, At Bhetali, Idar, Sabarkantha	Emmiting pipes system	13488	0	0	2008
11.	3871878	11-09-2012	M/s Kantilal chunilal and Sons Appliances Pvt LTD. 48/49 3, Jawahar Road Udhyognagar, Udhna Surat-394210	Explosive atmospheres part 1 equipment protection by flameproof enclosures “D”	60079	1	0	2007
12.	3869184	12-09-2012	M/s Great White Electricals Pvt. Ltd. P.No. S. No. 32/2 P2, 35/2, 36/1,38/P, 39/2, NH-8 Village-Gundlav Valsad	PVC Insulated Cables	694	0	0	1990
13.	3870674	12-09-2012	M/s Pramukh Beverages Near Bank of Baroda, At & PO Uchhal DistTapi Surat Uchhal -394375	Packaged drinking water (othr than packaged natural mineral water)	14543	0	0	2004
14.	3871272	17-09-2012	M/s Shree Balaji Jewellers A, 8 Silver Complex V. P. Road, Dhobiwad Valsad. 396001	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
15.	3870876	17-09-2012	M/s N.S. Jewels 5,6, K amal Complex, Near Sardar Stadium Circle, C.G. Road, Navrangpura, Ahmedabad-380009	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking	1417	3	0	1999
16.	3870977	17-09-2012	M/s Radhika Jewellers Opposite Jain Pathshala Station Road, Mehsana- 384001,	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
17.	3871070	17-09-2012	M/s The Gold Mark 4/5 Patidar, Jin Complex, Station Road, PO Bardoli, Dist Surat-394206	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and Marking	1417	0	0	1999
18.	3871171	18-09-2012	M/s Ultra Veneer Products Block No. 491, At. Tajpar Village, Ta Prantij, Dist Sabarkantha	Wooden flush door shutters (solid core type): part 1 plywood face panels	2202	1	0	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
19.	3871373	18-09-2012	M/s. Ultra Veneer Block No. 491, AT Tajpur Village, TA : Prantij, Dist, Sabarkantha- 382305	Block boards	1659	-	-	2004
20.	3871777	18-09-2012	M/s. Mahavir Submersibles Pvt. Ltd. Survey No. 287, Opp: Western Petrol Pump, Kalikund, Kheda Highway, Dholka. Kheda-387810	Motors for sub- mersible pumpsets	9283	-	-	1995
21.	3870775	18-09-2012	M/s. Gurukrupa Art Jewellery Tarwadi Pado Ward No. 3, House No. 6, 3/6 Near PNB Station Road, Aage Kadam Road, Petlad Dist. Anand	Gold and gold alloys jewellery/artefacts- fineness and marking	1417	-	-	1999
22.	3871979	18-09-2012	M/s. A.M. Steel Plot No. 4 , Block No. 382, Changodar Ind. Estate, Trivedi Marble Lane, Sarkhej Bawla, Highway Changodar, Ahmedabad- 382213	Carbon Steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	2012
23.	3872072	18-09-2012	M/s. Shree Bahuchar Industries, 41/A/1, Umiya Estate, N. H. No. 8, Rakhal, Ahmedabad	Pumps- regenera- tive of clear, cold water-	8472	-	-	1998
24.	3874682	25-09-2012	M/s. Shree Hari Industries B/12, Manglum Estate, Omkar Crossing Rod, Memco, Naroda. Ahmedabad-380025	Submersible pumpsets	8034	-	-	2002
25.	3875179	25-09-2012	M/s.Heranba Industries Ltd., Unit-3 Plot No. 1503/1, GIDC, Phase III, Vapi Valsad-396195	Deltamethrin f-	14411	-	-	1996
26.	3872981	25-09-2012	M/s. Moti Gold 51, Alkapuri Arcede, Opp Welcome Hotel R.C. Dutt Road, Vadodara. 390007	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
27.	3874076	25-09-2012	M/s. Bhoo Mineral 547, Central Jail Road, Subhash Bridge, Sabarmati Ahmedabad-380027	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
28.	3874177	25-09-2012	M/s. Shree Laxmi Wood Industries Block No. 119/120 Ujediya Road, Near Salatpur Chowkadi At Mahiyal, TA: Talod, Dist: Sabarkantha, 383215	Marine plywood	710	-	-	2010

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
29.	3874278	26-09-2012	M/s. Mac-Well Textile Industries 2, Allied Ind. Estate, NR Narayan Way Bridge, Anil Starch Road, Ahmedabad-380025	Submersible Pumpsets	8034	-	-	2002
30.	3873276	26-09-2012	M/s. Kalyan Jewellers Salem Pvt. Ltd. 732,-1, Opp Chadawad Police Station, Ambawadi, Ahmedabad-380006	Gold and gold alloys, jewellery/ artefacts fineness and marking	1417	-	-	1999
31.	3873377	26-09-2012	M/s. Manish & Co. Shop No. 4, 5,10, Siddharth Complex, College Road, PO: Petlad, Dist. : Anand-388450	Gold and gold alloys, jewellery/ artefacts fineness and marking	1417	-	-	1999
32.	3973478	26-09-2012	M/s. Glorina Jewels 309, Iscon Arcade, Near Swagat Cross Road, C.G. Road, Ahmedabad-380009	Gold and gold alloys, jewellery/ artefacts fineness and marking	1417	-	-	1999
33.	3873579	26-09-2012	M/s. Choksi Sagarmal Partapchand 120/19/126, Manilal Nathabhai Ni Chawl, Parmanand Patel Ni Chawal Near Popatyavad, Rajpur-Gomtipur, Ahmedabad-380021	Gold and gold alloys, jewellery/ artefacts fineness and marking	1417	-	-	1999
34.	3874379	27-09-2012	M/s. Laxmi Jewellers 17/18/19, G.F. Affiel Tower, Lambe Hanuman Road, Varachha, Surat-395006	Gold and gold alloys, jewellery/ artefacts fineness and marking	1417	-	-	1999
35.	3874985	27-09-2012	M/s. Sarathi Agro Chem 1306/5, Phase-4 G.I.D.C. Naroda, Ahmedabad-382330	Chlorpyrifos emulsifiable concentrates	8944	-	-	1978
36.	3875078	27-09-2012	M/s. Shalimar Plastic Industries Plot No. 1812, GIDC Halol, Panchmahal, Halol-389350	Low density polyethylene films	2508	-	-	1984
37.	3875987	27-09-2012	M/s. Perfect Cables Plot No. 50, Navagam Udyognagar, N.H. No. 8, Kamrej Char Rasta, Kamrej, Surat	PVC Insulated Cables	694	-	-	1990

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
38.	3875381	27-09-2012	M/s. Vishat Bottling 159/A, Ashirwad Industrial Park, Safari Complex Bhesten, Surat-395023	Packed drinking water (other than packaged natural mineral water)	14543	—	—	2004
39.	3875482	27-09-2012	M/s. Sai Hasti Beverages Plot No. C/12/A Jaldhara SOC, AT Village Sisodra (Ganesh), TA: Navsari-396463	Packed drinking water (other than packaged natural mineral water)	14543	—	—	2004
40.	3881679	28-09-2012	M/s. Sarathi Enterprise 36, Yamuna Nagar, Near Momayi, Mata Mamdir, Anjana Farm, Surat- 395010	Packed drinking water (other than packaged natural mineral water)	14543	—	—	2004

[No. CMD/13 : 11]

Dr. S.L. PALKAR, Scientist 'F' & Head

नई दिल्ली, 21 मार्च, 2013

का.आ. 740 .—भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उप-विनियम 6 के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

अनुसूची

क्र. सं.	लाइसेंस संख्या व पता	लाइसेंस के अन्तर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि	
1.	3782879	मैसर्स वाटरफोर्स पम्पस, 7 वेदांत प्रभा एस्टेट, किरण मोटर कम्पाउंड के पीछे, सरखेज सानंद रोड, अहमदाबाद- 382210	आई एस 8034 : 2002 सबमर्सिबल पम्पसेट	22-9-2012

[सं. सीएमडी/13:13]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st March, 2013

S.O. 740 .—In pursuance of sub-regulation (6) of the Regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1.	3782879	M/s. Waterforce Pumps 7, Vedant Prabha Estate, Behind Kiran Motor Compund, Sarkhej- Sanand Road, Distt: Ahmedabad -382210	IS 8034 : 2002 Submersible Pumpsets	11-09-2012

[No. CMD/13:13]

Dr. S. L. PALKAR, Scientist 'F' & Head

नई दिल्ली, 21 मार्च, 2013

का.आ. 741.—भारतीय मानक ब्यूरो (प्रमाणन) नियम, 1988 के नियम 4 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3874783	01-10-2012	मैसर्स खोड़ियार एग्रो इंडस्ट्रीज, 3बी, राजेन्द्रा इंडस्ट्रियल एस्टेट, खेरालू रोड, मेहसाना, विसनगर-384315	पावर थ्रेशर्स सेफ्टी रिकावायरमैट्स	9020	-	-	2002
2.	3874884	01-10-2012	मैसर्स शक्ति जैलर्स कतारगाम सर्वे नं. 54, ब्लॉक नं. 183, कुबेरनगर-1, कतारगाम दरवाजा बहार, कतारगाम जिला सूरत-395004	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
3.	3875280	03-10-2012	मैसर्स उमा पोलीमर्स, प्लॉट नं. 8, त्रिभोवन एस्टेट, मारुति वे-ब्रीज के सामने जी.आई.डी.सी. रोड नं. 8, कठवाडा अहमदाबाद- 382430 गुजरात	हाई डैमिटी पालिथिलीन 4984 पाईपस फार पोटेबल वाटर सप्लाईस		-	-	1995
4.	3876989	05-10-2012	मैसर्स सेवा इंडस्ट्रीज 2, ओम एस्टेट, एस.बी.आई बैंक के पीछे, कृष्णा गोपाल एस्टेट के सामने, नरोडा रोड अहमदाबाद-380025	सबमर्सिबल पम्पसैट	8034	-	-	2002
5.	3878084	05-10-2012	मैसर्स सेएक्स, प्लाट नंबर 1801/9, चौथा फेस, जीआईडीसी, विठ्ठल उद्योगनगर, आनंद-388121	एक्सप्लोसिव एटमोसफियर्स पार्ट 1 इक्यूपमैट प्रॉटैक्शन बाय फ्लेमप्रूफ एनकलोसर्स “डी”	आई एस/ 1 आई ई सी 60079	-	-	2007
6.	3878387	10-10-2012	मैसर्स नवकार बिल्डर्स लिमिटेड, गाँव संधाना, ब्लाक सी के नंबर 1160 तथा 1161 ए, मातर खेडा	प्रीकास्ट कांक्रीट पाइप (विद तथा विदाउट रेनिफोर्समेंट)	458	-	-	2003
7.	3878488	10-10-2012	मैसर्स सेवा इंडस्ट्रीज 2, ओम एस्टेट, एस.बी.आई बैंक के पीछे, कृष्णा गोपाल एस्टेट, नरोडा रोड अहमदाबाद-380025	ओपनवैल सबमर्सिबल पम्पसैट	14220	-	-	1994
8.	3877183	10-10-2012	मैसर्स जीएम फूड तथा बिवरेज, प्लाट नंबर 45/3 वरखवाला पार्टी प्लाट के पास, ए पी एम सी मार्केट के सामने, विशाला सर्कल, वासना सरखेज रोड, अहमदाबाद-380055	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
9.	3877284	10-10-2012	मैसर्स बिन्दुकक्षी ज्वेलर्स, 11/6/795 सी पी कालेज के पीछे, भगतसिंह की प्रतिमा के पास, आणंद 388001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
10.	3877385	10-10-2012	मैसर्स अक्षर ज्वैलर्स, 8/1126-01, समडी चकला के पास भावसारवाड, नडीयाद जिला: खेडा	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	.	.	1999
11.	3877991	11-10-2012	मैसर्स रोयल ज्वैलर्स शोप नं. 47 ग्राउन्ड फ्लोर रचना चेम्बर, बरोडा प्रिस्टेज के पास वराढा, रोड जिला: सूरत	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
12.	3882782	11-10-2012	मैसर्स श्री निलोसकर इंडस्ट्रीज ए- 10, प्रकाश इंडस्ट्रियल एस्टेट रीटानगर के सामने वस्त्राल रोड, अमराईवाडी अहमदाबाद 380026	ओपनवैल सबर्मर्सिबल पम्पसैट	14220	-	-	1994
13.	3878589	12-10-2012	मैसर्स युनिक बिवरेजिस, ए-6ए गुलाब वाटीका टेनामेन्ट, राजीव टावर के पीछे तन्डलजा रोड, ओ पी रोड, वडौदरा	पैकेजबंद पेयजल (अंदर दैन पैके जड नेचुरल मिनरल वाटर)	14543	.	.	2004
14.	3879187	12-10-2012	मैसर्स दारासिक हैल्थ केयर इंस, 224- सहजानंद एस्टेट, एट गॉव सरखेज, एट ता अहमदाबाद 382210	पैकेजबंद पेयजल (अंदर दैन पैके जड नेचुरल मिनरल वाटर)	14543	.	.	2004
15.	3879288	15-10-2012	मैसर्स सोनामहोर 34/2013, सोनी बास, चोक्सी बजार, डीसा जिला: बनासकांठा 385535	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16.	3879389	15-10-2012	मैसर्स सुनील कुमार मनीलाल चोक्सी वोर्ड नं 10, भावसार वाड, नाटपुर बैंक के पास, नडीयाद जिला: खेडा 387001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	14220	-	-	1999
17.	3880071	15-10-2012	नेचर प्रोडक्ट्स 46, नालंदा एस्टेट गिरनार स्कूटर कम्पाउंड, सरदार पटेल रिंग रोड सर्कल के पास, ओढव, अहमदाबाद 382415	ओपनवैल सबर्मर्सिबल पम्पसैट	14220	.	.	1994
18.	3880172	17-10-2012	मैसर्स लश एक्वा एल एल पी, सर्वे नंबर 60, पिपोडी एन एच नंबर 8, सरदार डेरी के पास, हिमतनगर, साबरकांटा 383006	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	.	.	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
19.	3880475	17-10-2012	मैसर्स जे मैच इंडस्ट्रीज 25, साकेज एस्टेट, रामदेव मसाला के सामने, चांगोदर मोरैय अहमदाबाद	स्वीचिस फार डोमैस्टिक 3854 एंड सिमिलर परपस	-	-	-	1997
20.	3880980	22-10-2012	मैसर्स योगेशकुमार एन्ड ब्रधर्स अशोक स्टंभ के पास, चोकसी बजार, टावर बजार जिला: आणंद 388001	स्वर्ण तथा स्वर्ण धातुओं 1417 के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	-	-	-	1999
21.	3881578	22-10-2012	मैसर्स अक्षर इस्पात लि. गाँव और पोस्ट बावसार, ब्लॉक नं. 158/62, जीईबी सबस्टेशन के पास, निकोडा चोकडी, सडासन धनसुरा रोड, त. हिम्मतनगर, जिला: साबरकांठा 383001	हाई स्ट्रैथ डिफारमड 1786 स्टील बार्स तथा वायरस फार कांक्रीट रेनिफोसमैंट	-	-	-	2008
22.	3882277	22-10-2012	मैसर्स विनायक पोलीपाईप्स प्रा. लि. सर्वे नं. 589, 590/2, अहमदाबाद हरसोल हाइवे, पेट्रोलपंपनी पासे, हरसोल, ता. तलोद साबरकांठा गुजरात जिला: साबरकांठा	हाई डैंसिटी पालथिलीन 4984 पाईप फार पोटेबल वाटर सपलाईस	-	-	-	1995
23.	3882883	22-10-2012	मैसर्स किशन एग्रो इंडस्ट्रीज उनावा गंजबाजार के सामने, गाँव उनावा, मेहसाना	पावर थ्रशर्स, सेफटी 9020 रिक्वायरमैंट्स	-	-	-	2002
24.	3882984	22-10-2012	मैसर्स ए साज एग्रीकेयर प्रा. लि. के-1-16/21-22, जी आई डी सी एस्टेट, दाबोई बडोदरा 391110	डैल्टामैथरिन यू एल वी 15227	-	-	-	2002
25.	3883077	22-10-2012	मैसर्स ए साज एग्रीकेयर प्रा. लि. के-1-16/21-22, जी आई डी सी एस्टेट, दाबोई बडोदरा 391110	डैल्टामैथरिन एफ 14411	-	-	-	1996
26.	3886588	22-10-2012	मैसर्स मारुती बिवरजीस, प्लॉट नं 169/170, मान सरोवर सोसायटी, दिन्डोली तालाब के पास एट दिन्डोली, सुरत 385010	पैकेजबंद पेयजल 14543 (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	-	-	-	2004
27.	3883582	30-10-2012	मैसर्स वेलग्रो पम्प सी-6, मंगलम एस्टेट, डी-कोलीनी के पास, फोर्ग एन्ड ब्लोयर कंपाउन्ड के पीछे, नरोडा रोड जिला: अहमदाबाद 380025	सबर्मसिबल पम्पसैट 8034	-	-	-	2002
28.	3883986	30-10-2012	मैसर्स धानी ज्वेलर्स 5, ग्राउन्ड फ्लोर, ओपेरा हाउस, मीनी बजार, बराछा रोड गुजरात जिला: सुरत-395006	स्वर्ण तथा स्वर्ण धातुओं 1417 के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	-	-	-	1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
29.	3884079	30-10-2012	मैसर्स दुर्गा पम्प 04 श्री राम एस्टेट, नाना चिलोडा नरोडा अहमदाबाद 382330	मोटर्स फार सबर्मिसिबल 9283 पम्पसैट	-	-	-	1995
30.	3884180	30-10-2012	मैसर्स डैम ज्वेलर्स एम 26-27, रंगीला पार्क गोडदोड चिलोडा, आठवा जिला: सूरत-395007	स्वर्ण तथा स्वर्ण धातुओं 1417 के आभूषणों शिल्पकारी	-	-	-	1999
31.	3884382	31-10-2012	मैसर्स श्री नाकोडा वाटर सप्लायर्स, ब्लॉक नं 220, प्लॉट नं 61,62 क्वीक इंड एस्टेट, गाँव मासमा, तालुका, आलपाड़, सुरत 394540	पैकेजबद पेयजल (अदर 14543 दैन पैकेजड नेचुरल मिनरल वाटर)	-	-	-	2004
32.	3884685	31-10-2012	मैसर्स रिलैक्स इंडस्ट्रीज 6 हाथी सिंह कम्पाउंड, सिटिजन वे ब्रीज के पीछे, चांदोला तलाब, दानीलिमडा अहमदाबाद	पैकेजबद पेयजल (अदर 14543 दैन पैकेजड नेचुरल मिनरल वाटर)	-	-	-	2004
33.	3889493	31-10-2012	मैसर्स गुजरात केंटर लिमिटेड, प्लाट नंबर 488, बड़ोदा सावली, हाइवे, गाँव टुंडव ता सावली डिबडोदरा	ड्रमस लार्ज, फिक्स एंडस 17831 पार्ट 1: ग्रेड ए ड्रमस	-	-	-	1993

[सं. सीएमडी/13:11]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st March, 2013

S.O. 741.—In pursuance of sub-regulation (5) of the Regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :—

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the Party	Title of the Standard	IS No.	Part	Sec.	Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3874783	01-10-2012	M/s. Khodiyar Agro Industries 3-B, Rajendra Industrial Estate, Kheralu Road Mahesana Visnagar 384315	Power threshers -safety requirements	9020	-	-	2002
2.	3874884	01-10-2012	M/s. Shakti Jewellers Katargam Survey, No. 54, Block No. 183, Kurni Nagar-1 Katargam Darwaja Bhahar, Katargam. Katargam Surat. 395 004	Gold and gold Alloys, Jewellery/ Artefacts-Fineness marking	1417	-	-	1999
3.	3875280	03-10-2012	M/s. Uma Ploymers Plot No. 8, Tribhovan Estate, Opp Maruti Weigh Bridge, GIDC Road No.8 Kathwada Ahmedabad 382430	High density polyethylene pipes for potable water supplies	4984	-	-	1995

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
4.	3876989	05-10-2012	M/s. Seva Industries 2, Om Estate, B/H SBI Bank, Opp: Krushna Gopal Estate, Naroda Road, Ahmedabad 380025	Submersible Pumpsets	8034	-	-	2002
5.	3878084	05-10-2012	M/s. Saiex Plot No. 1801/9, 4th Phase, GIDE, Vithal Udyognager Anand 388121	Explosive Atmospheres IS/IE part 1 eqipment C Protection by flame- 60079 proof enclosures "d"	1	-	-	2007
6.	3878387	10-10-2012	M/s. Navkar Builders Ltd. Village Sandhana, Block C.K. No-1160& 1161A, Matar, Kheda	Precast concrete pipes 458 (with and without reinforcement)	-	-	-	2003
7.	3878488	10-10-2012	M/s. Seva Industries 2, Om Estate, B/H S.B. I Bank Opp. Krushna Gopal Estate, Naroda Road, Ahmedabad 380025	Openwell submersible pumpsets	14220	-	-	1994
8.	3877183	10-10-2012	M/s. GM Food & Beverage Plot No. 45/3, Near Varakhwala Party Plot, Opp: APMC Market, Vishala Circle, Vasana- Sarkhej Road Ahmedabad-380025	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
9.	3877284	10-10-2012	M/s. Bindukshi Jewellers 11/6/795, Behind C P College, Near Bhagatsingh Statue. Anand 388001	Gold and gold Alloys, Jewellery/ Artefacts-Fineness and marking	1417	-	-	1999
10.	3877385	10-10-2012	M/s. Akshar Jewellers 8/1126-1, Near Samdi Chakla, Bhasarwad Nadiad. Kheda, 387001	Gold and gold Alloys, Jewellery/ Artefacts-Fineness and marking	1417	-	-	1999
11.	3877991	11-10-2012	M/s. Royal Jewellers Shop No. 47 Ground Floor, Rachna Chamber, Near Baroda, Artefacts-Fineness Pristage, Varachha Road Surat	Gold and gold Alloys, Jewellery/ Artefacts-Fineness and marking	1417	-	-	1999
12.	3882782	11-10-2012	M/s. Shree Niloskar Indust- ries A-10, Prakash Industrial Estate, opp: Ritanagar, Vastral Road, Amraiwadi, Ahmedabad- 380026	Openwell submersible pumpsets	14220	-	-	1994
13.	3878589	12-10-2012	M/s Unique Beverages A-6, Gulab Vatika Tenament B/HRajvee Tower, Tandalja Raod, O.P. Road, At Village Vadodara	Packaged Drinking Water (other than Packaged Natural Mineral Water) -	14543	-	-	2004
14.	3879187	12-10-2012	M/s Darasik Health-Care Inc. 224-Sahajanand Estate At Village- Sarkhej, At Tal-Ahmedabad-382210	Packaged Drinking Water (other than Packaged Natural Mineral Water) -	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
15.	3879288	15-10-2012	M/s. Sona Mahor 34/2013 Soni Vaas, Choksy Bazar, Deesa Banas Kantha 385535	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and marking	1417	-	-	1999
16.	3879389	15-10-2012	M/s. Sunil Kumar Manilal Choksi Ward No. 10 Bhav- sar Vad. Near Natpur Bank, Nadiyad- 387001	Gold and Gold Alloys, Jewellery/ Artefacts—Fineness and marking	1417	-	-	1999
17.	3880071	15-10-2012	M/s. Nature Products 46, Nalanda Estate, Girnar Scooter Compound Near Sardar Patel Ringroad Circle, Odhav, Ahmedabad 382415	Openwell submersible pumpsets	14220	-	-	1994
18.	3880172	17-10-2012	M/s. Lush Aqua Llp Survey No. 69, Piplodi, N.H.No. 8, NR. Sardar Dairy, Himatnagar , Sabarkantha 383006	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
19.	3880475	17-10-2012	M/s. J. Match Industries 25, Saket Estate, Opp Ramdev Masala, Changodar Moraiya Ahmedabad- 382213	Switches for domestic and similar purposes	3854	-	-	1007
20.	3880980	22-10-2012	M/s. Yogesh Kumar Brothers Near Ashok Stambh, Choksi Bazar, Tower Bazar, Anand- 388001	Gold and gold Alloys, Jewellery/ Artefacts-Fineness and marking	1417	-	-	1999
21.	3881578	22-10-2012	M/s. Akshar Ispat Ltd. AT& PO: Bavsar, Block No. 158/62, Nr. GEB Substation, Nikoda Chokdi Ranasan Dhansura Road, Tal: Himatnagar, Sabarkantha- 383001	High Strength deformed steel bars and wires for concrete reinforcement	1786	-	-	2008
22.	3882277	22-10-2012	M/s. Vinayak Polypipes Pvt. Ltd., Survey No. 589, 590/2, Ahmedabad-Harsol Highway, Near Petrol Pump, Harsol, Ta: Talod, Sabarkantha	High density ployethylene pipes for potable water supplies	4984	-	-	1995
23.	3882883	22-10-2012	M/s. Kishan Agro Industries 1/650/12, Opp. Unava Ganjbajar, Village-Unava, Mahesana	Power threshers- safety requirements	9020	-	-	2002
24.	3882984	22-10-2012	M/s. A Saj Agricare Pvt. Ltd. K-1- 16/21-22, GIDC Estate, Dabhoi, Vadodara- 391110	Deltamethrin ulv-	15227	-	-	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
25.	3883077	22-10-2012	M/s. A Saj Agricare Pvt. Ltd. K-1 16/21-22, GIDC Estate, Vadodara Dabhoi 391110	Deltamethrin ulv-	14411	-	-	1996
26.	3886588	22-10-2012	M/s. Maruti Beverages Plot No. 169,170 Man Sarovar Society, Nr. Dindoli Talav, AT, Dindoli, Dist: Surat- 395010	Packaged drinking water (other than packaged natural mineral water)-	14543	-	-	2004
27.	3883582	30-10-2012	M/s. Welgro Pump C-6 Mangalam Estate, Near D-Colony, B/H Forge & Blower Compound,Naroda Raod Ahmedabad- 380025	Submersible Pumpsets	8034	-	-	2002
28.	3883986	30-10-2012	M/s. Dhani Jewellers 5, Ground Floor, Opera House, Mini Bazar, Varachha Road, Surat- 395006	Gold and gold alloys, jewellery/ artefacts	1417	-	-	1999
29.	3884079	30-10-2012	M/s. Durga Pump 4, Shree Ram Estste, Nana Chiloda, Naroda. Ahmedabad- 382330	Motors for submersible pumpsets	9283	-	-	1995
30.	3884180	30-10-2012	M/s. Diam Jewellers M 26-27, Rangila Park Ghod Dod Road, Athwa, Surat- 395007	Gold and gold alloys, jewellery/ artefacts-fineness and marking	1417	-	-	1999
31.	3884382	31-10-2012	M/s. Shri Nakoda Water: Suppliers. Block No. 220, Plot No. 61, 62 Quick Ind. Estate. Village Masma. Surat Masma- 394540	Packaged drinking water (other than packaged natural mineral water	14543	-	-	2004
32.	3884685	31-10-2012	M/s. Relex Industries 6 Hathisinh Compound, B/H. Citizen Weigh Bridge, Chandola Talav, Danilimda Ahmedabad.	Packaged drinking water (other than packaged natural mineral water	14543	-	-	2004
33.	3889493	31-10-2012	M/s. Gujarat Containers Ltd. Plot No. 488, Baroda- Savli Highway, Village Tundav, Taluka Savli Dist Baroda	Drums, large, fixed ends —part 1: grade adrums	1783	1	-	1993

नई दिल्ली, 21 मार्च, 2013

का.आ. 742 .— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे-स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु संख्या	वर्ष (8)	वर्ष (9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	
1.	3884483	02-11-2012	मैसर्स आर डी गोल्डन ज्वैलर्स प्रा. लि. ए-12, जय आशापुरी सोसाइटी, तेजेन्द्रा सोसाइटी गेट के पास, खोडियार नगर रोड, वरदा रोड, सूरत-395006	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999	
2.	3884584	02-11-2012	मैसर्स सिल्वर पैलेस प्रा. लि., 16 मरडिया प्लाजा, एसोसियेशन पेट्रोल पम्प, सी जी रोड, अहमदाबाद	चांदी तथा चांदी धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003	
3.	3884887	05-11-2012	मैसर्स राधिका ज्वैलर्स, 624, जचाहर रोड, खंभात, आनंद-388620	स्वर्ण एवं स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999	
4.	3884988	05-11-2012	मैसर्स राधिका ज्वैलर्स, 624, जचाहर रोड, खंभात, आनंद-388620	चांदी तथा चांदी धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	2112	-	-	2003	
5.	3885081	05-11-2012	मैसर्स चामुंडा बिवरेज, प्लाट नंबर 9, श्री शक्ति इंडस्ट्रियल एस्टेट, इंडो जर्मन टूल्स के पीछे, फेस 4, जी आई डी सी वटवा, अहमदाबाद-382445	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004	
6.	3885586	05-11-2012	मैसर्स शाह एलांयस लिमिटेड, शाह इंडस्ट्रियल एस्टेट, ब्लॉक नंबर 2221/2222 सोला कलोल रोड, सांतेज ता कलोल, गांधीनगर-382721	हाई स्ट्रेंथ डिफामड स्टील बारस तथा वायरस फार कंक्रीट रेनिफोर्समेंट	1786	-	-	2008	
7.	3886790	07-11-2012	मैसर्स क्राउन लेमिनेट्स प्रा. लिमिटेड, सर्वे नंबर 419/1, 419/1/1, 419/2, 419/4, 419/7 व 497 राधे इंडस्ट्रियल एस्टेट, चांगोदर, अहमदाबाद-382213	डैकोरेटिव थर्मोसैर्टिंग सिथैटिक रेसिन बांडिंग लेमिनेटिड शीट्स	2046	-	-	1995	

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
8.	3887186	09-11-2012	मैसर्स टैक्नो इंडस्ट्रीज लिमिटेड, प्लाट नंबर 5002 इंडोजर्मन टूल रूम के पास, फेस 4, जी आई डी सी, वटवा, अहमदाबाद-382445	मोटर्स फार सबर्मर्सिबल पम्पसैट	9283	-	-	1995
9.	3888188	09-11-2012	मैसर्स एम आई टी आयरन स्टील प्रा. लि., मयूर कालोनी, मीठाकली अंडर ब्रीज के पास, अहमदाबाद-380009	कार्बन स्टील कास्ट बिलैट इनगोट्स, ब्लूमस तथा स्लैबस फार रिरोलिंग इंटू स्टील फार जनरल स्टकचरल परपस	2830	-	-	2012
10.	3888289	09-11-2012	मैसर्स किरलोसकर ब्रदर्स लि., ब्लॉक 254/1, चारोडी, गांव सानंद, अहमदाबाद-382170	सबर्मर्सिबल पम्पसैट	8034	-	-	2002
11.	3888390	09-11-2012	मैसर्स नीलकंठ बिकरेजिस, सर्वे नंबर 388/2/1/1, सिढ्डी मोटर्स के पास, कुमकुम पार्टी के सामने, निर्णयनगर नया वाडेज, अखबारनगर, अहमदाबाद-380013	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
12.	3886487	09-11-2012	मैसर्स श्री जनमंगल ज्वैलर्स, गुमदिवाड क्रासिंग, आनंद-380001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
13.	3889796	12-11-2012	मैसर्स आर बी इंजिनियरिंग वर्क्स, 14, अभिषेक एस्टेट, ओमकार चार रस्ता के पास, नरोडा रोड, अहमदाबाद	सबर्मर्सिबल पम्पसैट	8034	-	-	2002
14.	3888491	12-11-2012	मैसर्स दीप केबल इंडस्ट्रीज, 23 ए, गोटेश्वर एस्टेट, रेलवे ओवर ब्रीज, गोटा, अहमदाबाद-380081	पी वी सी इंसूलेटिड केबल	694	-	-	1990
15.	3889190	12-11-2012	मैसर्स कृष्णा एक्वायर प्रा. लि., सी/1, शंकर पटेल एस्टेट, मंजूसर, ता सावली डि बड़ोदा-391775	पैकेज बंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
16.	3889291	14-11-2012	मैसर्स अमी वाटर, प्लाट नंबर 1011, जी आई डी सी, ता ढोलका, अहमदाबाद- 387810	पैकेज बंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
17.	3891682	14-11-2012	मैसर्स अर्थ प्रोडक्ट्स प्लाट नंबर 5017, मेघमणि चोकडी के पास, जी आई डी सी, अंकलेश्वर, भारूच -393002	सिनथैटिक फुड कलर प्रीप्रेशन तथा मिक्सचरस	5346	-	-	1994
18.	3892280	19-11-2012	मैसर्स ए ओ एम तथा कम्पनी, जी 6, शिवालिक वैस्ट्रन ग्रीन एवेन्यू, एल पी सावानी रोड, सूरत, अडाजन-395009	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
19.	3891884	21-11-2012	मैसर्स पाल बिवरेज, सर्वे नं. 411 दुंगरी, फालिया (कोलिवाड), वापी, सूरत-396191	पैकेजबंद पेयजल (अदर दैन पैकेजड नेचुरल मिनरल वाटर)	14543	-	-	2004
20.	3892078	23-11-2012	मैसर्स नवीचंद्रा हीराचंद्र मालजी ज्वैलर्स, 10/1383, पहली मर्जिल, आर डी गल्स स्कूल के पास, अनसूया मार्ग, सूरत, गोपालपुरा	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
21.	3892179	23-11-2012	मैसर्स शिव शक्ति ज्वैलर्स, कमला नेहरु रोड, वलसाद, मदनवाड गुजरात- 396001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
22.	3892985	26-11-2012	मैसर्स विनायक पॉलीपाईप्स प्रा. लि., सर्वे नंबर 589, 590/2, अहमदाबाद हरसोल हाइवे, पेट्रोल पम्प के पास, हरसोल, ता तालोड, साबरकांडा-383305	अनपलस्टिसाईजड पी वी सी पाईप्स फार पोटेबल वाटर सप्लाईस शुद्धता एवं मुहरांकन	4985	-	-	2000
23.	3891783	26-11-2012	मैसर्स जैट फाइबर पम्प तथा इक्यूपमैंट प्रा. लि., यूनिट 11, ब्लॉक नंबर 658, एट भूदरपुरा, माहिज, खेडा	ईरीगेशन इक्यूपमैंट- स्प्रीलिंकलर पाईप पार्ट 2 क्वीक कपलड पालीथलीन पाईप	14151	2	-	2008
24.	3892583	27-11-2012	मैसर्स गनेबो इंडिया प्रा. लिमिटेड, प्लाट नंबर 1302-1306, जी आई डी सी इंडस्ट्रियल एस्टेट, चंपानेर रोड, पंचमहल हलोल-389350	50 लीटर केपेसिटी फायर एक्सटिंगचशर, मकैनिकल फोम टाईप	13386	-	-	1992
25.	3901255	27-11-2012	मैसर्स एबीएम वाटर, ब्लाक नंबर बी/3/8, पुनित	पैकेजबंद पेयजल(अदर दैन पैकेजड नेचुरल	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
			एस्टेट, वल्लभनगर के सामने, गाँव ओढव, अहमदाबाद-382415	मिनरल वाटर)				
26.	3894991	27-11-2012	मैसर्स हयूम पाईप इंडस्ट्रीज, अल्लादपुरा, चिलिंग प्लांट के सामने, सनखेडा रोड, बोडेली बडोदरा-391135	प्रीकास्ट कांक्रीट पाईप विद तथा विदाउट रेनिफोर्समेंट)	458	-	-	2003

[सं. सी एम डी/ 13:11]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st March, 2013

S.O. 742 .—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name and Address of the party	Title of the Standard	IS No.	Part	Sec	Year
1	2	3	4	5	6	7	8	9
1.	3884483	02-11-2012	M/s R D Golden Jewels Pvt Ltd. A-12, Jay Ashapuri Society, NR. Tejendra Society gate, Khodiyar Nagar Road, Varachha Road, Surat-395006	Gold and gold alloys, Jewellery/artefacts-fineness and marking	1417	-	-	1999
2.	3884584	02-11-2012	M/s Silver Palace Pvt Ltd. 16, Mardia Plaza, NR. Associated Petrol Pump, C G Road, Ahmedabad	Silver and Silver alloys, Jewellery/artefacts-fineness and marking	2112	-	-	2003
3.	3884887	05-11-2012	M/s Radhika Jewellers 624, Jawhar Road, Khambhat Anand-388620	Gold and gold alloys, Jewellery/artefacts-fineness and marking	1417	-	-	1999
4.	3884988	05-11-2012	M/s Radhika Jewellers 624, Jawhar Road, Khambhat Anand Gujarat-388620	Silver and Silver alloys, Jewellery/artefacts-fineness and marking	2112	-	-	2003
5.	3885081	05-11-2012	M/s Chamunda Beverages Plot No. 9, Shree Shakti Industrial Estate Behind Indo German Tools, Phase-4, GIDC Vatva. Ahmadabad-382445	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
6.	3885586	05-11-2012	M/s Shah Alloys Limited Shah Industrial Estate,	High strength deformed steel bars and wires for	1786	-	-	2008

1	2	3	4	5	6	7	8	9
			Block No. 2221/2222 Sola Kalol Road, Santej Ta: Kalol, Gandhi Nagar Santej-382721	concrete reinforcement				
7.	3886790	07-11-2012	M/s Crown Laminates Pvt Ltd. Survey 419/1, 419/1/1, 419/2, 419/4, 419/7 & 497 Radhe Industrial Estate, Changodar Ahmadabad-382213	Decorative thermosetting synthetic resin bonded laminated sheets-	2046	-	-	1995
8.	3887186	09-11-2012	M/s Techno Industries Ltd. Plot No. 5002, Near Indogerman Tool Room, Phase-IV, G.I.D.C. Vatva, Ahmadabad-382445	Motors for submersible pumpsets-	9283	-	-	1995
9.	3888188	09-11-2012	M/s Mit Iron & steel Pvt Ltd. Mayur Colony, NR. Mithakhali Under Bridge, Ahmadabad-380009	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	2830	-	-	2012
10.	3888289	09-11-2012	M/s Kirloskar Brothers Ltd. Block 254/1, Charodi, Village Sanand Ahmadabad-382170	Submersible pumpsets-	8034	-	-	2002
11.	3888390	09-11-2012	M/s Nilkanth Beverages Serve No 388/2/1/1, Near Siddhi Motors, Opp. Kumkum Party Plot, Nirnaynagar Nava Vadaj, Akhabaranagar Ahmadabad-380013	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
12.	3886487	09-11-2012	M/s Shree Janmangal Jewellers Gumdivad Crossing, Anand-380001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
13.	3889796	12-11-2012	M/s R B Engineering Works 14, Abhishek Estate Near Omkar Char Rasta, Naroda Road. Ahmadabad-380025	submersible pumpsets-	8034	-	-	2002
14.	3888491	12-11-2012	M/s Deep Cable Industries 23-A, Goteswar Estate, NR. Railway Over Bridge, Gota, Ahmadabad-380081 Ahmadabad	PVC Insulated Cables	694	-	-	1990
15.	3889190	12-11-2012	M/s Krishna Aquapure Pvt Ltd. C/1. Shankar Patel Estate, Manjusar, Ta Savli, Dist Baroda-391775	Packaged drinking water (other than packaged) natural mineral water)	14543	-	-	2004

1	2	3	4	5	6	7	8	9
16.	3889291	14-11-2012	M/s Ami Water Plot No. 1011, GIDC, Dholka, Tal: Dholka, Dist: Ahmadabad-387810	Packaged drinking water (other than packaged) natural mineral water)	14543	-	-	2004
17.	3891682	14-11-2012	M/s Arth Products Plot No 5017, Near Megmani Chowkdi, G.I. D.C. Ankleshwar. Bharuch-393002	Synthetic food colour preparations and mixtures	5346	-	-	1994
18.	3892280	19-11-2012	M/s Aom & Co G - 6, Shivalik Western Green Avenue, L P Savani Road, Surat Adajan-395009	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
19.	3891884	21-11-2012	M/s Pal Beverges, Survey No. 411, Dungri Falia, (Kokiwad), Dungri, Vapi. Surat-396191	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
20.	3892078	23-11-2012	M/s Navinchandra Hirachand Malji Jewellers, 10/1383, Ist Floor, Near R D Girls School, Ansuya Marg Surat Gopalpura	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
21.	3892179	23-11-2012	M/s Shiv Shakti Jewellers Kamla Nehru Road Valsad, Madanwad-396001	Gold and gold alloys, jewellery/artefacts- fineness and marking-	1417	-	-	1999
22.	3891985	26-11-2012	M/s Vinayak Polypipes Pvt. Ltd. Survey No. 589, 590/2, Ahmedabad-Harsol Highway, Near Petrol Pump, Harsol, Tal: Talod. Sabarkantha-383305	Unplasticized PVC Pipes for potable water supplies-	4985	-	-	2000
23.	3891783	26-11-2012	M/s Jet Fibre pumps & Equipments Pvt. Ltd. Unit-II, Block No. 658, At-Bhudarpura, Mahi, Kheda	Irrigation equipment sprinkler pipes-part 2: quick coupled polyethylene pipes	14151	2	-	2008
24.	3892583	27-11-2012	M/s Gunnebo India Private Limited Gunnebo India Limited Plot No. 1302-1306, GIDC Industrial Estate, Champaner Road, Panchamahal Halol-389350	50 litre capacity fire extinguisher, mechanical form type	13386	-	-	1992
25.	3901255	27-11-2012	M/s ABM Water, Block No. B/3/B, Punit Estate, Opp: Vallabh Nagar, Vill. Odhav, Ahmedabad-382415	Packaged drinking water (other than packaged natural mineral water)-	14543	-	-	2004

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
26.	3894991	27-11-2012	M/s Giriraj Hume Pipe Industries, Alhadpura, Opp: Chiling Plant, Sankheda Road, Bodeli, Vadodara-391135	Precast concrete pipes 458 (with and without reinforcement)	-	-	2003	

[No. CMD/13:11]

Dr. S. L. PALKAR, Scientist 'F' & Head

नई दिल्ली, 21 मार्च, 2013

का.आ. 743 — भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम, (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है : —

अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रकम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तारीख
1.	3722962	मैसर्स विमल एक्वा, विमल डेरी लिमिटेड, पालावासाना क्रास रोड, मेहसाना-384002	आई एस 14543: 2004 पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	21-11-2012
2.	7687808	मैसर्स पदमानंदी एंटरप्राइसिस प्लाट नंबर 1402, फेस 3, जी आई डी सी, वापी, वलसाद-396195	आई एस 14609: 1999 ड्राई कैमिकल पाउडर फार फाइटिंग ए बी सी, क्लास फायर्स	21-11-2012

[सं. सी एम डी/13:13]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st March, 2013

S.O. 743 — In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1	2	3	4	5
1.	3722962	M/s Vimal Aqua Vimal Dairy Ltd. Palavasana Cross Road Distt : Mahesana-384002	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)	21-11-2012

(1)	(2)	(3)	(4)	(5)
2.	7687808	M/s Padmanandi Enterprises Plot No. 1402, Phase III, GIDC, Vapi, Distt: Valsad-396195	IS 14609 : 1999 Dry chemical powder for fighting a, b, c, class fires	21-11-2012

[No. CMD/13:13]

Dr. S. L. PALKAR, Scientist 'F' & Head

नई दिल्ली, 21 मार्च, 2013

का.आ. 744 .— भारतीय मानक व्यूरो (प्रमाणन) विनियम, 1988 के नियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा. मा. संख्या	भाग	अनु	वर्ष
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(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	3895892	03-12-2012	मैसर्स विश्वनाथ पम्पस प्रा. लिमिटेड, प्लाट नंबर 1401/1, केरला, जी आई डी सी, एट एन एच नंबर 8, बावला के पास, अहमदाबाद-382220	सबमर्सिबल पम्पसैट	8034	-	-	2002
2.	3894789	05-12-2012	मैसर्स ए ज ज्वेलर्स, 5/180/1, दाबगरवाड, नवसारी शुद्धता एवं मुहरांकन	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी	1417	-	-	1999
3.	3894890	05-12-2012	मैसर्स सहजानंद हैल्थ इनस, प्लाट नंबर 1289, ब्लाक नंबर 133, पी ओ चार्डियाल, ता दसक्राय, अहमदाबाद-382433	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
4.	3902964	06-12-2012	मैसर्स ड्यूबांड प्रोडक्ट्स इंडस्ट्रीज प्रा. लि, ब्लाक नंबर 119/120, सर्वे नंबर 94/103/2, शैड नंबर ए तथा बी, नर्मदा पाइप कंपाउंड, महादेव मंदिर के सामने सातेज बड़सर रोड, ता कलोल, गांधीनगर-382721	एडहैमिव फार यूस विद सिरामिक टाईल तथा मासैकिस	15477	-	-	2004
5.	3896793	07-12-2012	मैसर्स जानकी पम्पस, 7, कुमार इंडस्ट्रीयल एस्टेट, शायोना एस्टेट के पास, कृष्णा काम्पलैक्स के साथ में, नरोडा रोड, अहमदाबाद	सबमर्सिबल पम्पसैट	8034	-	-	2002

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
6.	3896692	12-12-2012	मैसर्स श्रद्धा बिवोजिस, प्लाट नंबर 97, 98, क्रुणाल इंडस्ट्रियल एस्टेट, भाथेना 4, अंजना, सूरत-394210	पैकेजबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	14543	-	-	2004
7.	3906770	12-12-2012	मैसर्स हरमिलाप रोशनी लिमिटेड, प्लाट नंबर 5, हरिओम इंडस्ट्रियल एस्टेट, गांव टुंडल, पी आई जे रोड, ता नडियाड, डि खेडा-387230	टंगस्टन फिलामैंट जनरल सर्विस इलैक्ट्रिक लैम्प्स	418	-	-	2004
8.	3899803	14-12-2012	मैसर्स के ई सी इंटरनेशनल लिमिटेड (केबल डिविजन) प्लाट नंबर 803 से 805 तथा 828 से 830, गांव सामलाया, ता सावली, वडोदरा-391520	क्रासलिंकड पोलथिलीन इंसूलेटिड पी वी सी शीथड केबल्स	7098	2	-	1985
9.	3899294	18-12-2012	मैसर्स फेम ज्वैलर्स प्रा लिमिटेड, पहली मर्जिल, ब्लाक जे, मोनडिल रिटेल पार्क, राजपथ क्लब के पास, एस जी हाइवे, अहमदाबाद-380015	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
10.	3899395	18-12-2012	मैसर्स आर के जैमस, यू- 12, सारगाम शॉपिंग सेंटर, आई एन जी वासया बैंक के पास, पारले पवाएंट, सूरत, उमरा-395007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
11.	3899601	20-12-2012	मैसर्स स्तुति पाईप प्रा. लिमिटेड, ब्लाक नंबर 433, तेजपुर ओरान रोड, गांव प्रांतिज, साबराकांटा-383205	अनप्लास्टिसाइंड पी वी सी स्क्रीन तथा केसिंग पाईप फार बोर/ट्यूबवैल	12818	-	-	2010
12.	3899904	20-12-2012	मैसर्स हीरा पन्ना ज्वैलर्स, यू जी-7 से 10, ग्लैमर शॉपिंग सेंटर, रूपाली नहर के पास, भातार रोड, सूरत	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
13.	3900253	20-12-2012	मैसर्स श्री भवानी ज्वैलर्स, 233, भागुनगर सोसाइटी, लांबे हनुमान रोड, वराढा रोड, सूरत	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
14.	3900859	24-12-2012	मैसर्स स्तुति पाईप प्रा. लिमिटेड, ब्लाक नंबर, 433, तेजपुर ओरान रोड, गांव प्रांतिज, साबरकांटा-383205	अनप्लास्टिसाइंड पी वी सी फार पोटेबल वाटर सप्लाईस	4985	-	-	2000

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
15.	3900960	24-12-2012	मैसर्स ए एम आई ज्वैलर्स चोकसी बाजार सिटी, सर्वे नंबर 6227-28-29 आनंद, उमरेठ	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
16.	3901053	24-12-2012	मैसर्स दयाराम ब्रिजभुखनदास चोकसी, 61849, मोटा बाजार, नवसारी	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
17.	3901356	27-12-2012	मैसर्स एम एन ज्वैलर्स, 311, सहजानंद काम्पलैक्स, पीपला शेरी, माहीधापुरा, सूरत-395003	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
18.	3901457	27-12-2012	मैसर्स सिनैरजी मल्टीकैम प्रा लि, 599-600 बी, गाँव दूधवाडा, ता पादरा, डि वडोदा - 391450	पोलिएलूमिनियम क्लोराइड	15573	-	-	2005
19.	3901558	27-12-2012	मैसर्स शैरली ज्वैलर्स, यू जी-10-12, अटलांटा टावर, गुलबाई टेकरा, इंकलाब सोसाइटी के पास, पंचवटी, अहमदाबाद	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
20.	3901659	27-12-2012	मैसर्स हैपी जैमस तथा ज्वैलर्स, शॉप नंबर, 1, 2, पहली मर्जिल, सारेला शॉपिंग सेंटर, गोड डोड रोड, सूरत-395007	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
21.	3901760	28-12-2012	मैसर्स चोकसी रमेशचंद्र अशोक, कुमार तथा कम्पनी, हाऊस नंबर 1190, नाटपुर बैंक के पास, चोकसी बाजार, भवसरवाड, खेडा, नडियाड- 387001	स्वर्ण तथा स्वर्ण धातुओं के आभूषणों शिल्पकारी शुद्धता एवं मुहरांकन	1417	-	-	1999
22.	3904867	28-12-2012	मैसर्स हीरांबा इंडस्ट्रीज लिमिटेड, वापी यूनिट-3, प्लाट नंबर 1503/1, फेस III, यूनिट 3, जी आई डी सी, वापी, वलसाद-396195	लांबडा साईहालोथ्रीन डब्ल्यू पी	14510	-	-	1997

[सं. सी एम डी/13:11]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st March, 2013

S.O. 744 .—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, of the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licences No.	Grant Date	Name & Address of the party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	3895892	03-12-2012	M/s. Vishwanath Pumps Pvt. Ltd. Plot No. 1401/1, Kerala G.I.D.C. At. N.H. No. 8, Near Bawala, Ahmedabad-382220	Submersible pumpsets	8034	-	-	2002
2.	3894789	05-12-2012	M/s. A.J Jewellers 5/180/1, Dabgarwad Navsari	Gold and gold alloys, Jewellery/artefacts-fineness and marking	1417	-	-	1999
3.	3894890	05-12-2012	M/s. Sahjanand health inc Plot No. 1289, Block No. 133, PO Chandiyal, TA Daskroi, Ahmedabad-382433	Packaged drinking water(other than packaged natural mineral water)	14543	-	-	2004
4.	3902964	06-12-2012	M/s. Dubond Products Ind. Pvt. Ltd. Block No 119/120, Survey No. 94/103/2, Shed No. A & B, Narmada Pipe Compound, Opp. Mahadev Mandir, Santej Vadsar Road, Taluka Kalol, Gandhi Nagar, Santej -382721	Adhesives for use with ceramic tiles and mosaics	15477	-	-	2004
5.	3896793	07-12-2012	M/s. Janki Pumps 7, Kumar Industrial Estate, Near Shayona Estate, B/S Krishna Complex, Naroda Road, Ahmadabad	Submersible pumpsets	8034	-	-	2002
6.	3896692	12-12-2012	M/s. Shraddha Beverages Plot No. 97, 98 Krunal Industrial Estate, Bhathena-4 Anjana Surat-394210	Packaged drinking water (other than packaged natural mineral water)	14543	-	-	2004
7.	3906770	12-12-2012	M/s. Harmilap Roshni Limited Plot No. 5, Hariom Industrial Estate, Village: Tundel PIJ Road, TA: Nadiad, Dist: Kheda -387230	Tungsten filament general service electric lamps	418	-	-	2004
8.	3899803	14-12-2012	M/s. KEC International Ltd. (Cable Division) Plot No. 803 to 805 and 828 to 830, Village : Samlaya Tal Savli. Vadodara-391520	Crosslinked polyethylene insulated PVC sheathed cables	7098	2	-	1985
9.	3899294	18-12-2012	M/s. Fame Jeweles Pvt.Ltd. First Floor, Block-J, Mondeal Retail Park Near Rajpath Club, S G Highway Ahmedabad -380015	Gold and gold alloys, Jewellery/artefacts-fineness and marking	1417	-	-	1999

1	2	3	4	5	6	7	8	9
10.	3899395	18-12-2012	M/s. R K Gems U- 12, Sargam Shopping Centre Near Ing Vasya Bank, Parle Point, Surat, Umra-395007	Gold and gold alloys, Jewellery/artefacts- fineness and marking	1417	-	-	1999
11.	3899601	20-12-2012	M/s.. Stuti Pipes Pvt. Ltd. Block No. 433, Tajpur Oran Road, Vill. Prantij, Sabarkantha, Prantij- 383205	Unplasticized PVC screen and casing pipes for bore/ tubewell	12818	-	-	2010
12.	3899904	20-12-2012	M/s Heera Panna Jewellers UG-7 to 10 Glamour Shopping Centre Near Rupali Naher Bhatar Road, Surat	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
13.	3900253	20-12-2012	M/s. Shree Bhavani Jeweller 233, Bhagunagar Society Lambe Hanuman Road, Varachha Road, Surat	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
14.	3900859	24-12-2012	M/s. Stuti Pipes Pvt. Ltd. Block No. 433, Tajpur Oran Road, SabarkanthaVillage & Tal. Prantij- 383205	Unplasticized PVC pipes for potable water supplies-	4985	-	-	2000
15.	3900960	24-12-2012	M/s. Ami Jewellers Choksi Bazar City Survey No. 6227-28-29 Anand Umreth	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
16.	3901053	24-12-2012	M/s. Dayaram Bridge Bhukhan- das choksi 61849, mota Bazar, Navsari	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
17.	3901356	27-12-2012	M/s. M N Jewels 311, Sahjanand complex Pipla Sheri Mahidharpura Surat-395003	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
18.	3901457	27-12-2012	M/s. Synergy Multichem Pvt. Ltd. 599-600 B, Village: Dudhwada, Taluka Padra, Dist. Baroda-391450	Polyaluminium chloride	15573	-	-	2005
19.	3901558	27-12-2012	M/s. Sherly Jewels UG-10-12, Atlanta Tower Gulbai Tekra, Near Inqalab Society Panchvati, Ahmedabad	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
20.	3901659	27-12-2012	M/s. Happy Gems and jewellers Shop No. 1, 2 First Floor Sarela Shopping Centre Ghod-Dod Road, Surat-395007	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999
21.	3901760	28-12-2012	M/s. Choksi Rameshchandra Ashok Kumar & Co., H. No. 1190, Near Natpur Bank, Choksi Bazar, Bhavasarvad Kheda, Nadiad- 387001	Gold and gold alloys, jewellery/artefacts- fineness and marking	1417	-	-	1999

1	2	3	4	5	6	7	8	9
22.	3904867	28-12-2012	M/s. Heranba Industries Ltd. Vapi Unit -3 Plot No, 1503/1 Phase III, Unit 3 G.I.D.C. Vapi Valsad 396195	Lambda-cyhalothrin wp - FAD	14510	-	-	1997

[No. CMD/13:11]

Dr. S. L. PALKAR, Scientist 'F' & Head

नई दिल्ली, 21 मार्च, 2013

का.आ. 745 .— भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतदद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है : —

अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल-	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तारीख
1.	3695177	मैसर्स आशीमा बिवरेजिस, सर्वे नंबर 9801, राधा बाग एट तथा पी तारापुर, डि आनंद, ता तारापुर, डि आनंद-388180	आई एस 14543: 2004 पैकेजेबंद पेयजल (अदर दैन पैकेज्ड नेचुरल मिनरल वाटर)	20-12-2012

[सं. सी एम डी/13:13]

डॉ. एस. एल. पालकर, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st March, 2013

S.O. 745 .—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particular of which are given below have been cancelled with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licences No. CM/L-	Name & address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled	Date of Cancellation
1.	3695177	M/s AAshima Beverages Survey No. 9801, Radha Baug. At and P Tarapur, Distt. Ananad-388180	IS 14543 : 2004 Packaged drinking water (other than packaged natural mineral water)-	20-12-2012

[No. CMD/13:13]

Dr. S. L. PALKAR, Scientist 'F' & Head

कोयला मंत्रालय

नई दिल्ली, 25 मार्च, 2013

का.आ. 746 .—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उप-धारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 1849, तारीख 31 मई, 2012 द्वारा जो भारत के राजपत्र, भाग-II, खण्ड-3, उप-खण्ड (ii), तारीख 2 जून, 2012 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त क्षेत्र में 161.549 हेक्टर (लगभग) या 399.18 एकड़ (लगभग) माप वाली भूमि में और उस पर के भू-सतह अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार को, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से पुनः परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 161.549 हेक्टर (लगभग) या 399.18 एकड़ (लगभग) माप वाली भूमि के भू-सतह या ऊपर के अधिकार अर्जित किए जाने चाहिए ।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित उक्त भूमि के सतह या ऊपर के अधिकार के रूप में 161.549 हेक्टर (लगभग) या 399.18 एकड़ (लगभग) माप वाली भूमि अर्जित की जाती है ।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/433, तारीख 12 अक्टूबर, 2012 का निरीक्षण कलेक्टर, जिला उमरिया (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, कांउसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006(छत्तीसगढ़) के कार्यालय में किया जा सकता है ।

अनुसूची

विन्ध्या डिपिलिरिंग ब्लॉक-II, जोहिला क्षेत्र

जिला-उमरिया (मध्य प्रदेश)

(रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/433, तारीख 12 अक्टूबर, 2012)

भू -सतह अधिकार :

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	जनरल नम्बर	तहसील	जिला	क्षेत्र (हेक्टर में)	टिप्पणी
1.	डगडौआ	102	290	बांधवगढ़	उमरिया	92.035	भाग
2.	महुरा	53	577	बांधवगढ़	उमरिया	69.514	भाग

कुल क्षेत्र : 161.549 हेक्टर (लगभग)
या 399.18 एकड़ (लगभग)

1. ग्राम-डगडौआ (भाग) में अर्जित किए जाने वाले प्लॉट संख्या:

186 (भाग), 187 (भाग), 188, 189, 190, (भाग), 191, 192 (भाग), 194 (भाग), 203 (भाग), 290 (भाग), 320 से 325, 326(भाग), 327(भाग), 328, 329(भाग), 330 से 332, 333(भाग), 336(भाग), 337(भाग), 341 से 349, 350 (भाग), 351 से 353, 354(भाग), 355, 356, 357(भाग)।

2. ग्राम-महुरा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या:

200(भाग), 201(भाग), 245(भाग), 247(भाग), 248(भाग), 251 से 269, 270(भाग). 271 से 273, 274(भाग), 280(भाग), 306(भाग), 307 से 314, 315(भाग), 319, 320, 322, 323, 324(भाग), 325, 326(भाग), 327 से 330, 331(भाग), 334(भाग)।

सीमा वर्णन:-

क-ख रेखा, ग्राम डगडौआ में “क” बिन्दु से आरम्भ होती है और प्लॉट संख्या-194, 192, 203 से गुजरती हुई और बिन्दु “ख” पर मिलती है।

ख-ग रेखा, ग्राम डगडौआ के प्लॉट संख्या 203, 187, 186, 326, 327, 329, 336 से होकर प्लाट संख्या 329 के उत्तरी, प्लाट संख्या 330 की पश्चिमी सीमा और प्लाट संख्या 333, 337 से होकर प्लाट संख्या 341, 342, 343 की पश्चिमी सीमा से होती जाती है और बिन्दु “ग” पर मिलती है।

ग-घ रेखा, ग्राम डगडौआ-महुरा के भागतः सम्मिलित सीमा से होकर फिर ग्राम महुरा में प्रवेश करती है और प्लाट संख्या 252, 251 की पश्चिमी सीमा और प्लॉट संख्या 248, 247 से होकर प्लाट संख्या 255, फिर 201 की उत्तरी सीमा से होती हुई जाती है और बिन्दु “घ” पर मिलती है।

घ-ड रेखा, ग्राम महुरा में प्लॉट संख्या 201, 257 की पूर्वी सीमा, प्लॉट संख्या 200, प्लाट संख्या 315 से होकर प्लाट संख्या 314, 319, 320, 322, 325 की उत्तरी और पूर्वी सीमा और प्लाट संख्या 326 से होकर प्लाट संख्या 327 की पूर्वी सीमा एवं प्लाट संख्या 334 से होती हुई जाती है और बिन्दु “ड” पर मिलती है।

ड-च रेखा, ग्राम महुरा के प्लॉट संख्या 334, 330 की दक्षिणी सीमा, प्लॉट संख्या 331, 324 से होकर प्लाट संख्या 324 के भागतः पश्चिमी, प्लाट संख्या 306 की पूर्वी सीमा और प्लाट संख्या 306, 200, 280, से होकर प्लाट संख्या 266 की पश्चिमी और दक्षिणी, प्लाट संख्या 267, 268, 269, 270, 274 के दक्षिणी सीमा से गुजरती हुई ग्राम डगडौआ में प्रवेश करती है और प्लाट संख्या 350, 354, 357 से होती हुई जाती है और बिन्दु “च” पर मिलती है।

च-क रेखा, ग्राम डगडौआ के प्लॉट संख्या 357 के भागतः दक्षिणी सीमा और प्लाट संख्या 357, 329, 357 से होकर प्लाट संख्या 325, 323, 320 के दक्षिणी सीमा, प्लॉट संख्या 290, 190, 192 से गुजरती है और आरंभिक बिन्दु “क” पर मिलती है।

[फा. सं. 43015/04/2010-पीआरआईडब्ल्यू-I]

वी. एस. राणा, अवर सचिव

MINISTRY OF COAL

New Delhi, the 25th March, 2013

S.O. 746 .— Whereas by notification of the Government of India in the Ministry of Coal number S.O. 1849, dated the 31st May, 2012, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 2nd June, 2012, the Central Government gave notice of its intention to acquire the land measuring 161.549 hectares (approximately) or 399.18 acres (approximately) as Surface Rights in or over the said land specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act has made his report to the Central Government;

And whereas, the Central Government after considering the aforesaid report and after consulting the Government of Madhya Pradesh, is satisfied that the lands measuring 161.549 hectares (approximately) or 399.18 acres (approximately) as Surface Rights in or over the said land described in the Schedule appended hereto, should be acquired.

Now therefore, in exercise of the powers conferred by sub- section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 161.549 hectares (approximately) or 399.18 acres (approximately) as Surface Rights in or over the said land described in the Schedule annexed hereto are hereby acquired.

The plan bearing number SECL/BSP/GM(PLG)/LAND/433, dated the 12th October, 2012 of the area covered by this notification may be inspected in the office of the Collector, District Umaria (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or in the office of the South Eastern Coalfield Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

SCHEDULE

Vindhya Depillaring Block-II, Johilla Area
District - Umaria (Madhya Pradesh)

[Plan bearing number SECL/BSP/GM(PLG)/LAND/ 433, dated the 12th October, 2012]

Surface Rights:

Sl. No.	Name of Village	Patwari halka number	General number	Tahsil	District	Area in hectares	Remarks
1.	Dagdauwa	102	290	Bandhogarh	Umaria	92.035	Part
2.	Mahura	53	577	Bandhogarh	Umaria	69.514	Part
Total Area :							161.549 hectares (approximately) or 399.18 acres (approximately)

1. Plot numbers to be acquired in village Dagdauwa (Part) :

186(P), 187(P), 188, 189, 190(P), 191, 192(P), 194(P), 203(P), 290(P), 320 to 325, 326(P), 327(P), 328, 329(P), 330 to 332, 333(P), 336(P), 337(P), 341 to 349, 350(P), 351 to 353, 354(P), 355, 356, 357(P).

2. Plot numbers to be acquired in village Mahura (Part) :

200(P), 201 (P), 245(P), 247(P), 248(P), 251 to 269, 270(P), 271 to 273, 274(P), 280(P), 306(P), 307 to 314, 315(P), 319, 320, 322, 323, 324(P), 325, 326(P), 327 to 330, 331 (P), 334(P).

Boundary description:

- A-B Line starts from point 'A' in village Dagdauwa and passes through plot number 194, 192, 203 and meets at point 'B'.
- B-C Line passes in village Dagdauwa through plot number 203, 187, 186, 326, 327, 329, 336, along partly northern boundary of plot number 329, western boundary of plot number 330, through 333, 337, western boundary of plot number 341, 342, 343 and meets at point 'C'.
- C-D Line passes in village Dagdauwa along partly common boundary of villages Dagdauwa- Mahura then enter in village Mahura and passes along western boundary of plot number 252, 251, through 248, 247, northern boundary of plot number 255, through 201 and meets at point 'D'.
- D-E Line passes in village Mahura along eastern boundary of plot number 201, 257, through 200, 315, northern and eastern boundary of plot number 314, 319, 320, 322, 325, through 326, eastern boundary of plot number 327, through 334 and meets at point 'E'.
- E-F Line passes in village Mahura along southern boundary of plot number 334, 330, through 331, 324, partly western boundary of plot number 324, eastern boundary of plot number 306, through 306, 200, 280, western and southern boundary of plot number 266, southern boundary of plot number 267, 268, 269, 270, 274 then enter in village Dagdauwa and passes through 350, 354, 357 and meets at point 'F'.
- F-A Line passes in village Dagdauwa along partly southern boundary of plot number 357, through 357, 329, 357, along southern boundary of plot number 325, 323, 320, through 290, 190, 192 and meets at starting point 'A'.

[F. No. 43015/04/2010-PRIW-I]

V. S. RANA, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 747 .—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित भूमि में कोयला अभिप्राप्त किये जाने की संभावना है ;

उक्त अनुसूची में वर्णित भूमि के अंतर्गत आने वाले क्षेत्र के ब्यौरे रेखांक संख्या एसईसीएल/बीएसपी/सीजीएम (पीएलजी)/भूमि/435, तारीख 12 नवम्बर, 2012 का निरीक्षण कलक्टर, कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्डिसिल हाउस स्ट्रीट,

कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग), सीपत रोड, बिलासपुर -495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

अतः, अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि से कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति—

(i) अधिनियम की धारा 6 के अधीन किसी क्षति या उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से होने वाली क्षति की संभावना के लिए प्रतिकर का दावा कर सकेगा ; अथवा

(ii) अधिनियम की धारा 13 की उप-धारा (1) के अधीन समाप्त हो गई पूर्वेक्षण अनुज्ञितियों के संबंध में या अधिनियम की धारा 13 की उप-धारा (4) के अधीन समाप्त हो गए खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उप-धारा (1) के खण्ड (i) से खंड (iv) में विनिर्दिष्ट मर्दों के संबंध में उपगत व्यय को उपदर्शित करने के लिए भूमि से संबंधित सभी मान-चित्रों, चार्टों और अन्य दस्तावेजों को परिदृष्ट करेगा।

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर -495006(छत्तीसगढ़) को भेजेंगे।

अनुसूची

बगदेवा कोल ब्लॉक कोरबा क्षेत्र, जिला-कोरबा (छत्तीसगढ़)

[रेखांक संख्या –एसईसीएल/बीएसपी/सीजीएम(पीएलजी)/भूमि/435, तारीख 12 नवम्बर, 2012]

क्रम सं.	ग्राम	ग्राम नम्बर	पटवारी हल्का संख्या	तहसील	जिला	क्षेत्र हेक्टर में	क्षेत्र एकड़ में	टिप्पणी
1	2	3	4	5	6	7	8	9
1.	लखनपुर	31	32	पौड़ी उपरोड़ा	कोरबा	38.992	96.350	भाग
2.	विजयपुर	25	41	कटघोरा	कोरबा	136.908	338.299	भाग
3.	जवाली	69	33	कटघोरा	कोरबा	4.379	10.820	भाग
4.	अभयपुर	26	33	कटघोरा	कोरबा	19.150	47.320	भाग
5.	सिंघाली	68	33	कटघोरा	कोरबा	5.281	13.049	भाग

कुल :— 204.710 हेक्टर (लगभग) या 505.84 एकड़ (लगभग)

सीमा वर्णन :

क-ख रेखा ग्राम विजयपुर और लखनपुर के सम्मिलित सीमा में बिन्दु “क” से आरंभ होती है और ग्राम लखनपुर के दक्षिणी भाग से गुजरती हुई ग्राम विजयपुर और लखनपुर के सम्मिलित सीमा में बिन्दु “ख” पर मिलती है।

ख-ग रेखा ग्राम विजयपुर के पूर्वी भाग से गुजरती हुई ग्राम अभयपुर में प्रवेश करती है और ग्राम अभयपुर के पश्चिमी भाग से गुजरती हुई ग्राम अभयपुर और सिंघाली के सम्मिलित सीमा में बिन्दु “ग” पर मिलती है।

ग-घ रेखा ग्राम सिंघाली के उत्तरी भाग से गुजरती हुई ग्राम सिंघाली और जवाली के सम्मिलित सीमा में ‘घ’ बिन्दु पर मिलती है।

घ-क रेखा ग्राम जवाली के उत्तरी भाग और ग्राम विजयपुर के पश्चिमी भाग से गुजरती हुई आरंभिक बिन्दु “क” पर मिलती है।

[फा. सं. 43015/32/2012-पीआरआईडब्ल्यू-I]

वी. एस. राणा, अवर सचिव

New Delhi, the 26th March, 2013

S.O. 747.—Whereas it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the Schedule annexed hereto;

And, whereas, the plan bearing number SECL/BSP/ CGM (PLG)/ LAND/ 435, dated the 12th November, 2012 containing details of the area of land described in the said Schedule may be inspected at the office of the Collector, District-Korba (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur -495006 (Chhattisgarh).

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal in land described in the aforesaid Schedule.

Any persons interested in the land described in the above mentioned Schedule may—

(i) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of Section 4 of the said Act; or

(ii) claim compensation under sub-section (1) of Section 13 of the said Act in respect of prospecting license ceasing to have effect or under sub-section (4) of Section 13 of the Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of Section 13 of the said Act,

To the Officer-In-Charge or Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495006 (Chhattisgarh) within a period of ninety days from the date of publication of this notification.

SCHEDULE

Bagdewa Coal Block Korba Area, District- Korba (Chhattisgarh)

[Plan bearing number SECL/BSP/CGM (PLG)/LAND/435, dated the 12th November, 2012]

Sl. No.	Name of Village	Village no.	Patwari halka no.	Tahsil	District	Area in hectares	Area in acres	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	Lakhanpur	31	32	Pondi Uprora	Korba	38.992	96.350	Part
2.	Bijaypur	25	41	Katghora	Korba	136.908	338.299	Part
3.	Jawali	69	33	Katghora	Korba	4.379	10.820	Part
4.	Abhaipur	26	33	Katghora	Korba	19.150	47.320	Part
5.	Singhali	68	33	Katghora	Korba	5.281	13.049	Part
Total :						204.710 hectares (approximately) or 505.84 acres (approximately)		

Boundary description:

A-B Line starts from point 'A' on the common boundary of villages Bijaypur-Lakhanpur and passes through southern part of village Lakhanpur and meets at point "B" on the common boundary of villages Bijaypur-Lakhanpur.

B-C Line passes through eastern part of village Bijaypur then enter in village Abhaipur and passes through western part of village Abhaipur and meets at point "C" on the common boundary of villages Abhaipur-Singhali.

C-D Line passes through northern part of village Singhal and meets at point "D" on the common boundary of villages Singhal-Jawali.

D-A Line passes through northern part of village Jawali, western part of village Bjjaypur and meets at starting point "A".

[F. No. 43015/32/2012-PRIW-I]
V. S. RANA, Under Secy.

आदेश

नई दिल्ली, 28 मार्च, 2012

का.आ. 748 .—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2920 तारीख 20 सितम्बर, 2012 जो भारत के असाधारण राजपत्र के भाग-II, खण्ड-3, उप-खण्ड (ii) तारीख 17 दिसम्बर, 2012 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) में और भूमि के विषय में सभी अधिकार, उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्मांतिक रूप से केन्द्रीय सरकार में निहित हो गए हैं;

और केन्द्रीय सरकार का समाधान हो गया है कि महानदी कोलफील्ड्स लिमिटेड, सम्बलपुर (ओडिशा) (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों को जिन्हे केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजायंद है,

अतः, अब, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उस पर के सभी अधिकार, तारीख 17 दिसम्बर, 2012 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :—

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और सदूश की बाबत किए गए संदर्भों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

2. सरकारी कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिसूचना की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार उक्त भूमि में निहित या उस पर के अधिकारों के लिए या उनके संबंध में अपील आदि सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;

3. सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेगी, इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा तथा उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;

4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और भूमि में या उसके ऊपर इस प्रकार निहित अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और

5. सरकारी कंपनी, ऐसे निदेशों या शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं पालन करेगी ।

[फा. सं. 43015/31/2009-पीआरआईडब्ल्यू-I]

वी. एस. राणा, अवर सचिव

ORDER

New Delhi, the 28th March, 2013

S.O. 748 .—Whereas on publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2920(E), dated the 20th September, 2012 in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 17th December, 2012, issued under sub- section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in and over the land described in the Schedule appended to the said notification (hereinafter referred to as the said land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act; .

And whereas, the Central Government is satisfied that the Mahanadi Coalfields Limited, Sambalpur (Odisha) (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 11 of the said Act, the Central Government hereby directs that the said land and all rights in and over the said land so vested, shall with effect from the 17th December, 2012, instead of continuing to so vest in the Central Government, vest in the Government company, subject to the following terms and conditions, namely:-

(1) the Government company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act;

(2) a Tribunal shall be constituted under section 14 of the said Act for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1), and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the said Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in and over the said land, so vested, shall also be borne by the Government company;

(3) the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in and over the said land so vested;

(4) the Government company shall have no power to transfer the said land and the rights in and over the said land so vested to any other person without the prior approval of the Central Government; and

(5) the Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land, as and when necessary.

[F. No. 43015/31/2009-PRIW-I]
V. S. RANA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 मार्च, 2013

का.आ. 749 .—केन्द्रीय सरकार पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में नीचे दी गई अनुसूची के स्तम्भ (2) में उल्लिखित व्यक्ति को उक्त अनुसूची के स्तम्भ (3) में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के बाबत उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है, अर्थात्:—

अनुसूची

क्रमांक सं.	प्राधिकारी का नाम और पता	न्यायालयिक क्षेत्र के लिए
1	श्री. श्रीकांत शरद फाडके, उप जिला अधिकारी, मल्लावरम-भोपाल-भीलवाड़ा-विजयपुर नेचुरल गैस पाइपलाइन परियोजना जी.एस.पी.एल. इंडिया ट्रांसको लिमिटेड 49, स्वप्नशिल्प नगरी, राजेश्वरी पार्क, स्टेट बैंक ऑफ त्रावनकोर के बगल में, बेलतरोडी रोड, बेसा, नागपुर-440034 (महाराष्ट्र)	महाराष्ट्र के लिए
2. यह अधिसूचना जारी होने की तारीख से लागू होगी।		

[फा. सं. एल- 14014/39/2011-जी पी]

अखिलेश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 19th March, 2013

S.O. 749 .—In pursuance of clause (a) of Section 2 of the Petroleum Minerals Pipelines (Acquisition and Right of use in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes the person mentioned in column (2) of the Schedule given below to perform the functions of Competent Authority for GITL's Mallavaram - Bhopal - Bhilwara - Vijaipur Pipeline under the said Act, in respect of the areas mentioned in column (3) of the said Schedule namely:-

SCHEDULE

Sl. No.	Name and Address of the Authority	Area of Jurisdiction
1.	Sri Shrikant Sharad Phadke, Dy. Collector Mallavaram - Bhopal- Bhilwara - Vijaipur Natural Gas Pipeline Project GSPL India Transco Limited, 49, Swapnashilp Nagri, Rajeshwari Park, Beside State Bank of Travancore, Beltarodi Road, Besa, Nagpur - 440 034 (Maharashtra).	For the State of Maharashtra
2.	This notification will be effective from the date of its issue.	

[F.No. L-14014/39/2011-GP]
AKHILESH KUMAR, Under Secy.

नई दिल्ली, 20 मार्च, 2013

का.आ. 750 .—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 698(अ) तारीख 28 मार्च, 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : बिलाईगढ़, जिला : रायपुर की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए ईंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 10 जुलाई, 2012 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त हो कर ईंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : बिलाईगढ़	जिला : रायपुर	राज्य : छत्तीसगढ़
क्रम ग्राम का नाम	खसरा सं.	क्षेत्रफल
सं.		हेक्टेयर एयर वर्ग मीटर
(1) (2)	(3)	(5) (6)
1 चारभांडा	66/2,67,68	00 17 56

[फा. सं. आर-25011/27/2010-ओ आर-I]

पवन कुमार, अवर सचिव

New Delhi, the 20th March, 2013

S.O. 750.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number No.S.O. 698(E) dated 28th March 2012 issued under sub- section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil- Bilaigarh, District- Raipur, in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 10th July 2012.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government.

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Bilaigarh		Distt. : Raipur	State : Chhattisgarh		
Sl. No.	Name of Village	Khasra No.	Area		
(1)	(2)	(3)	Hectare	Are	Sq. mtr
1.	Charbhatha	66/2,67,68	00	17	56

[F.No. R-25011/27/2010-OR-I]
PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 751 .—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 695(अ) तारीख 30 मार्च 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : कोरबा, जिला : कोरबा की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 4 अगस्त 2012 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है ।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है ।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विलंगमां से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : कोरबा	जिला : कोरबा	राज्य : छत्तीसगढ़		
क्रम गांव का नाम	खसरा सं.	क्षेत्रफल		
सं.		हेक्टेयर	एयर	वर्ग मीटर
(1) (2)	(3)	(4)	(5)	(6)
1 रोगबहरी	343	00	03	00
	344/10	00	01	80
	344/8	00	04	00
	342	00	01	00
	344/2, 344/4	00	21	60
	440	00	08	00
2 पंडरीपानी	157/42	00	09	00
	157/40	00	06	50
	114	00	01	00
	157/11	00	01	00
	113/3	00	02	00
	113/2	00	03	50
	113/1	00	05	00
	157/33	00	.01	00
	157/8	00	05	80
	157/16	00	01	00
	157/32	00	16	00
	111	00	05	10
	115/1	00	01	00
	32/1	00	02	00
	592	00	18	00
	95	00	05	10
	93/2	00	03	60
	34/1	00	16	20
	24/2, 24/3	00	01	00
	37/1	00	02	00
	36/2	00	10	80
	36/1	00	01	50
	36/4	00	01	50
	16/6, 39	00	01	00
	16/5, 40	00	04	00
	83	00	03	00
	42/2	00	01	00
	43/1	00	08	00
	43/2	00	05	00
	44/1	00	01	50
	44/2	00	06	30
	45/2	00	04	80
	45/1	00	02	00
	585	50	06	50
	49	00	00	10
	47	00	03	80
	48	00	02	00
	50, 51	00	03	00
	58	00	01	00
	70	00	01	00

(1)	(2)	(3)	(4)	(5)	(6)
2.	ਪਂਡੀਪਾਨੀ	69/1	00	06	50
		69/2	00	01	50
		67,73	00	06	40
		66	00	06	50
		64,65	00	18	00
3	ਕੁਰੂਡੀਹ	851/1	00	10	00
		851/2	00	12	60
		854	00	10	00
		857	00	02	00
		858	00	01	00
		888	00	03	00
		889	00	02	00
		890	00	02	50
		887/1	00	07	50
		887/3	00	08	00
		887/2	00	06	50
		891/5	00	01	00
		840/1	00	07	20
		700	00	08	00
		701/1	00	01	20
		701/2	00	01	20
		701/3	00	01	20
		701/4	00	01	20
		701/5	00	01	20
		701/6	00	01	20
		702	00	01	00
		699	00	10	00
		698/1	00	02	00
		708	00	10	00
		707	00	02	50
		709/1	00	01	00
		709/4	00	07	00
		724/1ਖ, 681,	00	09	00
		721,717/1			
		680/1, 718/2,	00	08.	00
		720/1			
		679/2	00	09	00
		678/1	00	01	00
		677	00	05	00
		629	00	02	00
		628	00	07	20

(1)	(2)	(3)	(4)	(5)	(6)
	620/3	00	05	10	
	631	00	04	50	
	626	00	09	00	
	616,617/1	00	18	00	
	614,615	00	02	00	
	612,613	00	05	00	
	620/2, 622/3,	00	03	00	
	617/2				
	618	00	02.	00	
	619	00	02	00	
	620/1	00	07	60	
	621	00	09	00	
	591	00	01	80	
	688/7	00	09	00	
	688/5	00	05	00	
	590/3	00	03	00	
	590/4	00	05	00	
	590/1	00	03	00	
	589/2ख	00	03	60	
	589/1ख	00	15	00	
	589/1ग	00	11	00	
	589/1क	00	05	40	
	582/1	00	07	00	
	581/1	00	09	00	
	580/2	00	27	00	
	581/2	00	18	00	
	575	00	11	00	
	576	00	02	00	
	574	00	07	20	
	573/1	00	18	00	
	570	00	01	00	
	565	00	12	96	
	567	00	01	00	
	562/2	00	01	00	
	566/2	00	11	52	

(1)	(2)	(3)	(4)	(5)	(6)
	561/2	00	18	00	
	283	00	01	00	
	301	00	12	96	
	559	00	01	00	
	304	00	07	20	
	307/1	00	06	50	
	308	00	06	00	
	309,310,311	00	10	80	
	312/1	00	04	00	
	312/2	00	04	00	
	306	00	03	00	
	313	00	10	80	
	314	00	01	00	
	330	00	10	00	
	329	00	03	00	
	327	00	04.	00	
	326	00	03	00	
	320/2	00	03	20	
	322/1	00	10	00	
	322/3	00	02	00	
	320/4	00	01	00	
	377	00	09	00	
	379/3	00	03	76	
	376	00	00	10	
	379/4	00	07	20	
	379/6	00	04	32	
	379/1	00	07	20	
	380/1	00	01	00	
	371	00	03	60	
	372	00	07	00	
	363/2	00	12	96	
	368	00	00	10	
	363/1	0	10	80	
	364	00	05	00	
	417/3	00	07	20	
	417/4	00	01	00	
	417/1	00	00	50	
	423	00	03	00	
	424,425,426	00	52	20	

(1)	(2)	(3)	(4)	(5)	(6)
4.	कुकरीचोली	80/1-81	00	08	00
		120/2	00	08	60
		120/9	00	05	80
		120/4	00	08	00
		120/8	00	00	50
		120/3	00	10	10
		120/1	00	06	50
		122/5	00	10	80
		122/3	00	00	10
		122/4	00	05	20
		122/6	00	01	80
		116/2 घ	00	07	20
		125/1	00	17	30
		125/4	00	04	00
		125/5	00	01	00
		125/2	00	06	50
		125/3	00	13	00
		.126/1	00	00	50
		128/1क/3	00	.00'	10
		128/1ख/1	00	07	40
		127, 128/2	00	07	20

[फा. सं. आर-25011/42/2010-ओ आर -I]

पवन कुमार, अवर सचिव

New Delhi, the 26th March, 2013

S.O. 751.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. No. 695(E) dated 30th March, 2012 issued under sub- section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil- Korba, District- Korba, in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 4th August, 2012.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Korba		District. : Korba		State : Chhattisgarh		
Sl. No.	Name of Village	Khasra No.		Area		
				Hectare	Are	Sq. mtr.
(1)	(2)	(3)	(4)	(5)	(6)	
1.	Rogbahari	343	00	03	00	
		344/10	00	01	80	
		344/8	00	04	00	
		342	00	01	00	
		344/2,344/4	00	21	60	
		440	00	08	00	
2.	Pandaripani	157/42	00	09	00	
		157/40	00	06	50	
		114	00	01	00	
		157/11	00	01	00	
		113/3	00	02	00	
		113/2	00	03	50	
		113/1	00	05	00	
		157/33	00	.01	00	
		157/8	00	05	80	
		157/16	00	01	00	
		157/32	00	16	00	
		111	00	05	10	
		115/1	00	01	00	
		32/1	00	02	00	
		592	00	18	00	
		95	00	05	10	
		93/2	00	03	60	
		34/1	00	16	20	
		24/2, 24/3	00	01	00	
		37/1	00	02	00	
		36/2	00	10	80	
		36/1	00	01	50	
		36/4	00	01	50	
		16/6,39	00	01	00	
		16/5,40	00	04	00	
		83	00	03	00	
		42/2	00	01	00	
		43/1	00	08	00	
		43/2	00	05	00	
		44/1	00	01	50	
		44/2	00	06	30	
		45/2	00	04	80	
		45/1	00	02	00	
		585	50	06	50	
		49	00	00	10	
		47	00	03	80	
		48	00	02	00	
		50,51	00	03	00	
		58	00	01	00	
		70	00	01	00	

(1)	(2)	(3)	(4)	(5)	(6)
	Pandaripani	69/1	00	06	50
		69/2	00	01	50
		67,73	00	06	40
		66	00	06	50
		64,65	00	18	00
3.	Kurudih	851/1	00	10	00
		851/2	00	12	60
		854	00	10	00
		857	00	02	00
		858	00	01	00
		888	00	03	00
		889	00	02	00
		890	00	02	50
		887/1	00	07	50
		887/3	00	08	00
		887/2	00	06	50
		891/5	00	01	00
		840/1	00	07	20
		700	00	08.	00
		701/1	00	01	20
		701/2	00	01	20
		701/3	00	01	20
		701/4	00	01	20
		701/5	00	01	20
		701/6	00	01	20
		702	00	01	00
		699	00	10	00
		698/1	00	02	00
		708	00	10	00
		707	00	02	50
		709/1	00	01	00
		709/4	00	07	00
		724/1khha, 681,	00	09	00
		721,717/1			
		680/1, 718/2,	00	08.	00
		720/1			
		679/2	00	09	00
		678/1	00	01	00
		677	00	05	00

(1)	(2)	(3)	(4)	(5)	(6)
Kurudih		629	00	02	00
		628	00	07	20
		620/3	00	05	10
		631	00	04	50
		626	00	09	00
		616,617/1	00	18	00
		614,615	00	02	00
		612,613	00	05	00
		620/2,622/3,	00	'03	00
		617/2			
		618	00	02.	00
		619	00	02	00
		620/1	00	07	60
		621	00	09	00
		591	00	01	80
		688/7	00	09	00
		688/5	00	05	00
		590/3	00	03	00
		590/4	00	05	00
		590/1	00	03	00
		589/2kha	00	03	60
		589/1kha	00	15	00
		589/1ga	00	11	00
		589/1ka	00	05	40
		582/1	00	07	00
		581/1	00	09	00
		580/2	00	27	00
		581/2	00	18	00
		575	00	11	00
		576	00	02	00
		574	00	07	20
		573/1	00	18	00
		570	00	01	00
		565	00	12	96
		567	00	01	00
		562/2	00	01	00
		566/2	00	11	52
		561/2	00	18	00

(1)	(2)	(3)	(4)	(5)	(6)
	283	00	01	00	
	301	00	12	96	
	559	00	01	00	
	304	00	07	20	
	307/1	00	06	50	
	308	00	06	00	
	309, 310, 311	00	10	80	
	312/1	00	04	00	
	312/2	00	04	00	
	306	00	03	00	
	313	00	10	80	
	314	00	01	00	
	330	00	10	00	
	329	00	03	00	
	327	00	04.	00	
	326	00	03	00	
	320/2	00	03	20	
	322/1	00	10	00	
	322/3	00	02	00	
	320/4	00	01	00	
	377	00	09	00	
	379/3	00	03	76	
	376	00	00	10	
	379/4	00	07	20	
	379/6	00	04	32	
	379/1	00	07	20	
	380/1	00	01	00	
	371	00	03	60	
	372	00	07	00	
	363/2	00	12	96	
	368	00	00	10	
	363/1	0	10	80	
	364	00	05	00	
	417/3	00	07	20	
	417/4	00	01	00	
	417/1	00	00	50	
	423	00	03	00	
	424,425,426	00	52	20	
4	Kukricholi	80/1-81	00	08	00

(1)	(2)	(3)	(4)	(5)	(6)
4.	Kukricholi	120/2	00	08	60
		120/9	00	05	80
		120/4	00	08	00
		120/8	00	00	50
		120/3	00	10	10
		120/1	00	06	50
		122/5	00	10	80
		122/3	00	00	10
		122/4	00	05	20
		122/6	00	01	80
		116/2 ghha	00	07	20
		125/1	00	17	30
		125/4	00	04	00
		125/5	00	01	00
		125/2	00	06	50
		125/3	00	13	00
		126/1	00	00	50
		128/1ka/3	00	00	10
		128/1khha/1	00	07	40
		127, 128/2	00	07	20

[F. No. R-25011/42/2010-OR-I]
PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 752 .—केन्द्रीय सरकार को ऐसा प्रतीत होता है की लोक हित में यह आवश्यक है कि हल्दिया-बरौनी पेट्रोलियम उत्पाद पाइपलाइन के किल नदी, जिला लखीसराय, राज्य बिहार के मौज़ा जयनगर और सिलहट में, पाइपलाइन के खरखाव के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन एच.डी.डी. द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषण करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के लिए, श्री अनिल कुमार, उप प्रबन्धक (त. से.) व सक्षम प्राधिकारी (बिहार), इंडियन ऑयल कॉर्पोरेशन लिमिटेड, बरौनी कानपुर पाइपलाइन, पो. आ. बरौनी ऑयल रिफाइनरी, जिला बेंगूसराय - 851114 (बिहार) को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

जिला : लखीसराय

राज्य : बिहार

मौजा/ग्राम	सर्वे/ब्लाक सं. (प्लॉट सं.)	सग-डीव. सं.	हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)
जयनगर	1515		00	04	10
(थाना सं.	1517		00	01	32
124)	1518		00	01	47
	1528		00	01	32
	1527/1526		00	03	95
	1525		00	05	26
	1524		00	01	06
	1584		00	00	46
	1521		00	00	20
	1522		00	00	20
	1529		00	00	10
	1376		00	00	46
	1856		00	11	13
सिलहट	35		00	03	34
(थाना सं.	37		00	01	39
86)	29		00	03	54
	26		00	04	86
	177		00	10	93

[फा. सं. आर-25011/1/2013-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 26th March, 2013

S.O. 752 .—Whereas it appears to the Central Government that it is necessary in the public interest that a pipeline should be laid by the Indian Oil Corporation Limited in the Kiul river in the state of Bihar, District Lakhisarai, Mouja-Jainagar/ Silhat by Horizontal Directional Drilling (HDD) method for "Haldia-Barauni-Kanpur product Pipeline" for the transportation of Petroleum Product;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein

for laying of the pipeline under the land, to Shri Anil Kumar, Deputy Manager (TS) & Competent Authority (Bihar), Indian Oil Corporation Limited (Pipelines Division), Barauni Kanpur Pipeline, P.O, Barauni Refinery, District: Begusarai - 851114 (Bihar).

SCHEDULE

Distt : Lakhisarai			State : Bihar		
Mouja/ Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq. Mtr
(1)	(2)	(3)	(4)	(5)	(6)
Jaynagar (Thana No. 124)	1515 1517 1518 1528 1527/1526 1525 1524 1584 1521 1522 1529 1376 1856		00 00 00 00 00 00 00 00 00 00 00 00 00 00	04 01 01 01 03 05 01 00 00 00 00 00 11	10 32 47 32 95 26 06 46 20 20 10 46 13
Silhat (Thana (Thana No. 86)	35 37 29 26 177		00 00 00 00 00	03 01 03 04 10	34 39 54 86 93

[F.No. R-25011/1/2013-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 753 —केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 696(अ) तारीख 30 मार्च 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : बसना, जिला : महासमुंद की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 6 अगस्त 2012 को उपलब्ध करा दी गई थीं।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्रधिकारी ने केन्द्रीय सरकार को रिपोर्ट दी है।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : बसना	जिला : महासमुंद	राज्य : छत्तीसगढ़		
क्रम गांव का नाम	खसरा सं.	हेक्टेयर	एयर	वर्ग मीटर
(1) (2)	(3)	(4)	(5)	(6)
1 लोहारपाली	146/1	00	04	86
2 मेढ़ापाली	464	00	00	65

[फा. सं. आर-25011/19/2010-ओ आर -I]

पवन कुमार, अवर सचिव

New Delhi, the 26th March, 2013

S.O. 753.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 696(E) dated 30th March 2012 issued under sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil- Basna, District- Mahasamund, in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 6th August, 2012

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government;

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Basna		Distt. : Mahasamund	State : Chhattisgarh		
Sl. No.	Name of Village	Khasra No.	Area		
			Hectare	Are	Sq. mtr
(1)	(2)	(3)	(4)	(5)	(6)
1	Loharpali	146/1	00	04	86
2	Medhapali	464	00	00	65

[F.No. R-25011/19/2010-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 754 —केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 699(अ) तारीख 28 मार्च 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : पिथौरा, जिला : महासमुंद की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 6 अगस्त, 2012 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्रधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : पिथौरा	जिला : महासमुंद	राज्य : छत्तीसगढ़
क्रम गांव का नाम	खसरा सं.	क्षेत्रफल
सं.	हेक्टर	एयर वर्ग मीटर
(1) (2)	(3)	(4) (5) (6)
1 खौरखुटा	1140	00 07 80
2 गोपालपुर	974	00 34 24
	891	00 35 81
	972	00 02 66

[फा. सं. आर-25011/23/2010-ओ आर-I]

पवन कुमार, अवर सचिव

New Delhi, the 26th March, 2013

S.O. 754.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No. 699(E) dated 28th March, 2012 issued under sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil- Pithora, District- Mahasamund, in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 6th August, 2012.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government.

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil :Pithora		Distt. : Mahasamund		State : Chhattisgarh		
Sl. No.	Name of Village	Khasra No.		Area		
(1)	(2)	(3)	(4)	Hectare	Are	Sq. mtr
1.	Khairkhuta	1140	00	07	80	
2.	Gopalpur	974	00	34	24	
		891	00	35	81	
		972	00	02	66	

[F.No. R-25011/23/2010-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 755.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 697(अ) तारीख 30 मार्च, 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : करतला, जिला : कोरबा की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 4 अगस्त, 2012 को उपलब्ध करा दी गई थी ।
और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्रधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दी है ।

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है ।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : करतला	जिला : कोरबा	राज्य : छत्तीसगढ़
क्रम गांव का नाम	खसरा सं.	क्षेत्रफल
सं.		हेक्टेयर एयर वर्ग मीटर
(1) (2)	(3)	(4) (5) (6)
1 घाटादुवारी	379	00 02 94

[फा. सं. आर-25011/40/2010-ओ आर-1]
पवन कुमार, अवर सचिव

New Delhi, the 26th March, 2013

S.O. 755.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No. 697(E) dated 30th March, 2012 issued under sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil- Kartala, , District- Korba , in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 4th August, 2012.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government.

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Kartala		Distt. : Raipur	State : Chhattisgarh		
Sl. No.	Name of Village	Khasra No.	Area		
(1)	(2)	(3)	Hectare	Are	Sq. mtr
1.	Ghataduwari	379	00	02	94

[F.No. R-25011/40/2010-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 26 मार्च, 2013

का.आ. 756 .—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 701(अ) तारीख 28 मार्च 2012 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट छत्तीसगढ़ राज्य की तहसील : महासमुंद, जिला : महासमुंद, की भूमि में, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना के कार्यान्वयन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा उड़ीसा राज्य में पारादीप से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने हेतु उपयोग के अधिकार का अर्जन करने की घोषणा की थी ।

और उक्त अधिसूचना की प्रतियाँ सभी संबंधित भू-स्वामी को तारीख 8 सितम्बर, 2012 को उपलब्ध करा दी गई थी ।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सक्षम प्रधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दी है ।

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से उपबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है ।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है, कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : महासमुंद	जिला : महासमुंद	राज्य : छत्तीसगढ़
क्रम ग्राम का नाम	खसरा सं.	क्षेत्रफल
सं.		हेक्टेयर एयर वर्ग मीटर
(1) (2)	(3)	(4) (5) (6)
1. फुलवारी	67	00 03 50
2. फिरदा	217	00 01 50

[फा. सं. आर-25011/25/2010-ओ आर-1]

पवन कुमार, अवर सचिव

New Delhi, the 26th March, 2013

S.O. 756.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No. 701(E) dated 28th March 2012 issued under sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962) the Central Government declared its intention to acquire the right of user in the land in Tehsil- Mahasamund, District- Mahasamund, in Chhattisgarh, State, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of Petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) and Ranchi (Jharkhand) by Indian Oil Corporation Limited;

And whereas, copies of the said notification were made available to the public on 8th September, 2012.

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted his report to the Central Government.

And whereas, the Central Government has after considering the said report, decided to acquire the right of user in the land specified in the Schedule appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Central Government hereby directs the right of user in the said land shall instead of vesting in the Central Government, vest on date of publication of this declaration, in Indian Oil Corporation Limited, free from all encumbrances.

SCHEDULE

Tehsil : Mahasamund		Distt. : Mahasamund		State : Chhattisgarh		
Sl. No.	Name of Village	Khasra No.		Area		
(1)	(2)	(3)	(4)	Hectare	Are	Sq. mtr
1.	Phulwari	67	00	03	50	
2.	Pirda	217	00	01	50	

[F.No. R-25011/25/2010-OR-I]

PAWAN KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 2 जनवरी, 2013

का.आ. 757 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू. डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 222/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-01-2013 को प्राप्त हुआ था ।

[सं. एल- 42012/11/2003-आई आर(सीएम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 2nd January, 2013

S.O. 757 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 222/2011) of the Central Government Indus. Tribunal No. 1, New Delhi as shown in the industrial dispute between the management of Central Public Work Department, and their workman, received by the Central Government on 02-01-2013

[No. L-42012/11/2003-IR(CM-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

**BEFORE DR. R. K. YADAV : PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL No.1 KARKARDOOMA COURT
COMPLEX DELHI
(I.D. No. 222/2011)**

The General Secretary,
All India CPWD (MRM)
Karamchari Sangathan (Regd.),
No.4823, Gali No.13,
Balbir Nagar Extension,
Shahdara, Delhi - 110032 Workman

VERSUS

The Director General of Works,
CPWD, Nirman Bhawan,
New Delhi. Management

AWARD

Contract labours were engaged by M/s Swastik Enterprises (in short the contractor) to perform the job undertaken by them from Central Public Works Department (in short the management). The contract labour, so engaged by the contractor, used to operate DG sets. Since the management used to obtain services of the contractor to maintain buildings and plants, contract labours filed a writ petition before the High Court of Delhi, for regularization of their services with the management. While disposing

the writ petition, the High Court commanded that contract labours shall not be substituted with other contract workers in the event when contract job is assigned to a new contractor and in case of contract with contractor comes to an end, contract may be renewed and in case renewal of contract is not possible, then endeavour should be made to impress upon the new contractor to continue with the contract workers. The High Court also commanded the appropriate Government to take steps as to whether contract labour system in the establishment of the management needs to be abolished or not. However precedent in Steel Authority of India [2001 (7) S.C.C. 1] took away the sanctity of above directions.

2. Shri Satpal and Shri Babu Lal were engaged by the contractor to operate DG sets installed at CCRAS Janakpuri, New Delhi. Their services were dispensed with by the contractor on 02-03-2001. They claimed reinstatement in service with the management, placing reliance on directions issued by the High Court of Delhi. Since their demand was not conceded to, they approached the All India CPWD (MRM) Karamchari Sangathan (in short the union) for redressal of their grievances. The union raised an industrial dispute before the Conciliation Officer. The management contested the claim and as such conciliation proceedings ended into a failure. On consideration of the failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to Central Government Industrial Tribunal No.II, New Delhi, for adjudication, vide order No.L-42012/11/2003-IR(CM-II), New Delhi, dated 23-02-2000 with following terms:

“Whether demand of All India CPWD (MRM) Karamchari Sangathan for reinstatement/absorption and regularization of Satpal and Shri Babu Lal, Generator Operator in CPWD is legal and justified? If yes, to what relief they are entitled to?”

3. Claim statement was filed by Shri Satpal and Shri Babu Lal pleading that they were working as Generator Operators with effect from January' 95 and June' 95 respectively. Minimum wages were paid to them, as prescribed by the appropriate authority from time to time. They put in more than 240 days service in each year, since the dates of their respective engagements. Work performed by them is of perennial nature and incidental to the activities of the management. They approached the High Court of Delhi vide CWP No.358 of 2001 for abolition of contract labour in the establishment of the management as well as for absorption of their services. The High Court passed order dated 26.05.2000, with following directions:

“a. The services of these contract workers shall not be substituted with other contract workers, ie. if the respondent requires to employ contract workers in the jobs assigned to these contract workers, then they will not replace the present contract workers with fresh contract workers.

b. In case the contract with a particular contractor who has engaged these petitioners/contract workers,

comes to an end the said contract may be renewed and if that is not possible and the contract is given to some other contractor endeavour should be made to continue these contract workers with the new contractor.

c. If the decision is taken to abolish the contract labour in particular job/work/process in any of the offices/establishments of CPWD (as per the terms of reference contained in Resolution dated 30-03-2000), as per the judgement of Supreme Court in Air India Statutory Corporation (supra) such contract workers would be entitled to claim the benefits in terms of aforesaid judgement."

4. Claimants present that the directions issued by the High Court were not appealed against by the management, hence it became final. Appropriate Government constituted a Central Advisory Contract Labour Board, which advised the Government to abolish contract labour in various processes/jobs/operations in the establishment of the management. Appropriate Government issued notification on 31-07-2002, on the strength of which contract labour has been abolished in various processes/operation /jobs in the establishment of the management.

5. They project that they were performing their duties as generator operators with the management. Despite specific directions of the High Court of Delhi to the effect that their services shall not be substituted with other contract workers, their services were terminated by the management with effect from 2-3-2001. No disciplinary proceedings were ever initiated against them. No notice or pay in lieu thereof and retrenchment compensation was paid to them in pursuance of provisions of Section 25-F of the Industrial Disputes Act, 1947 (in short the Act). Provisions of section 25-G and 25-H of the Act were also violated. They claim that their services may be reinstated with continuity and full back wages. They further claim that their services may be regularized with the management.

6. Demurral was made by the management pleading that the claimants admit in their claim that they were engaged by the contractor. Their claim is not maintainable since they were not engaged by the management. Furthermore, in view of precedent handed down by the Apex Court in Uma Devi [2006 (4) S.C.C. 1] casual contract workers have no right to be regularized in service, who were engaged without following prescribed procedure of recruitment. It has further been ruled that if an incumbent is engaged on casual basis, his appointment would come to an end by afflux of time when contract expires. Mere fact that temporary or casual employee has continued in services for time beyond the contract of his appointment, he would not be entitled to be absorbed in service.

7. The management pleads that since no relationship of employer and employee exists between the parties present claim is not maintainable, since the contractor has not been arrayed as a party to the dispute. Maintenance work at CCRAS Janakpuri was given on

contract to various contractors from time to time. The contractor had to carry out operation and maintenance of work, on job basis. He was required to engage labour for execution of job work. Contractor was at liberty to employ suitable staff and get his employees engaged as per his requirement. Since claimants were not engaged by the management, their claim is unfounded. The management denies that the work awarded to the contractor was of perennial nature. The management undertakes projects of different departments and those departments submit estimates for undertaking maintenance work. After sanction of estimates for maintenance work by the departments, they deposit necessary funds with the management for a particular year to carry out maintenance work. The department is free to discontinue to deposit funds for maintenance work at any time and to stop getting maintenance work done from the management. Accordingly, work assigned to the contractor by the management depends upon availability of work.

8. Directions issued by the High Court, in its order dated 26-05-2003, were clarified by the High Court in its order dated 01-03-2002. It was made clear therein that in view of the precedent handed down by the Apex Court in Steel Authority of India (supra) directions issued by the High Court on 26-05-2000 would not be applicable. The management denied that the contract labour system was abolished by the appropriate Government in respect of work performed by the claimants. It has been asserted that services of the claimants were dispensed with by the contractor and not by the management. Claim put forward, to the effect that the management was supposed to give one months notice or pay in lieu thereof and retrenchment compensation, is unfounded. No obligation accrued on the management to comply with Section 25-F, 25-G and 25-H of the Act. Claim put forward is liable to be dismissed, being devoid of merits.

9. Vide order No. Z-22019/6/2007-IR(CII), New Delhi dated 20-03-2011, the appropriate Government transferred the case to this Tribunal for adjudication.

10. Claimants have examined themselves in support of their claim. Shri Satpal Singh Saharan, Executive Engineer (Electrical), was examined on behalf of the management. No other witness was examined by either of the parties.

11. Arguments were heard at the bar. Shri Satish Kumar Sharma, authorized representative, advanced arguments on behalf of the claimant union. Shri Sanjay Aggarwal, authorised representative, presented facts on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

12. Shri Satpal projects in his affidavit EX.WW1/A that he was working with the management since January 1985. He highlights that he was employed by the Executive Engineer. According to him, he has been in continuous

service of the management. Though he was shown in the services of the contractor, yet the contractor used to change after every six months. His work was being assigned and supervised by the management. During the course of his cross examination, he concedes that a sum of Rs. 6000.00 was paid to him on the strength of wage settlement dated 2-11-2001 by M/s. Swastik Enterprises. He also admits that M/s. Swastik Enterprises made that payment to him since he was its employee. He further concedes that he never marked his attendance with the management.

13. Shri Babu Lal swears similar facts in his affidavit EX.WW2/A, as detailed by Shri Satpal Singh. However, during the course of cross examination, he concedes that he was an employee of M/s. Swastik Enterprises. He made a candid admission that his wages were paid by M/s. Swastik Enterprises. He came to know that he was never employed by the management.

14. Shri Satpal Singh Saharan, Executive Engineer, unfolds that Shri Satpal and Shri Babu Lal were never engaged by the management. Copies of log book, which are Ex.WW1/6 to Ex.WW1/20 and Ex..WW2/6 to Ex.WW2/39, are copies of log book maintained by the contractor. Visitor's pass were also issued in favour of the employees of the contractor. Claimants were not employees of the management and they filed false claim.

15. Out of facts unfolded by Shri Satpal, Babu Lal and Shri Satpal Singh Saharan, it came over the record that the management had outsourced the work relating to maintenance of building and plant in respect of deposit work, when such contracts were obtained by them from various Government departments on yearly basis. The management awarded work of maintenance of DG sets to M/s Swastik Enterprises, who used to pay wages to their employees. Shri Satpal and Babu Lal raised a dispute against Swastik Enterprises when less wages than minimum wages, as notified by appropriate Government, were paid to them. Wage settlement dated 02-11-2001 was entered into and M/s. Swastik Enterprises paid a sum of Rs.6000.00 to Shri Satpal Singh and Babu Lal. Therefore, out of these facts, it is evident that the claimants were engaged by M/s. Swastik Enterprises. Their wages were paid by the contractor, who was their paymaster. It is crystal clear that relationship of employer and employee never existed between the claimants and the management.

16. Whether the claimants, who were employees of the Contractor, can maintain a dispute against the management? For an answer to this proposition, the Tribunal has to take note of the law contained in Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (in short the Contract Labour Act), which makes provision for prohibition of employment of contract labour. For sake of convenience provisions of Section 10 of the Contract Labour Act are reproduced thus:

“10. Prohibition of employment of contract labour:—

- (1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of, contract labour in any process, operation or other work in any establishment.
- (2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as -
 - (a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment;
 - (b) whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;
 - (c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;
 - (d) whether it is sufficient to employ considerable number of whole-time workmen.

Explanation— If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.”

17. As emerge out of the provisions of sub-section (1) of Section 10 of the Contract Labour Act, the appropriate Government may, by notification in the official gazette, prohibit employment of contract labour in any process, operation or other work in any establishment. When employment of contract labour is prohibited, by issuance of a notification in official gazette by the appropriate Government, what would be the status of the contract labour employed in the establishment? Such a question arose before the Apex Court in Steel Authority of India Ltd. (supra). The Apex Court ruled therein that there cannot be automatic absorption of contract labour by principal employer on issuance of notification by the appropriate Government on abolition of contract labour system, under sub section (1) of Section 10 of the Contract Labour Act. It would be expedient to reproduce the law laid by the Apex Court, which is extracted thus:

“.....they fall in three classes: (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the

appropriate Government issued notification under section 10(1) of the CLRA Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the -contract labour working in the establishment of the principal employer were held, in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited, (3) where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor, the courts have held that the contract labour would indeed be employees of the principal employer”.

18. The Court ruled that neither section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of a notification by the appropriate Government under sub section (1) of section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order for absorption of the contract labour working in the establishment concerned. It was further ruled therein that in Saraspur Mills case (1974 (3) SCC 66), the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills (AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment. The Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussainbhai (1978 Lab. I.C. 1264) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

19. As announced by the Apex court, on issuance of a prohibitive notification, prohibiting employment of contract labour or otherwise in any industrial dispute brought before it by the contract labour in regard to conditions of his service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result in the establishment or for supply of the contract labour for the work of the establishment under a genuine contract or it is a mere ruse/camouflage to evade compliance of beneficial legislation so as to deprive the workers of the benefits therein. Thus it was ruled that a contract labour can raise a dispute before the industrial adjudicator in regard to his conditions of service and in case the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer. Also see Standard Vacuum Refining Co. of India Ltd. (1960 (II) LLJ. 233), which was referred with approval in Steel Authority of India.

20. In Shivnandan Sharma (1955 (1) LLJ 688), the respondent Bank entrusted its Cash Department under a contract to the Treasures who appointed Cashiers, including the appellant Head Cashier. The question before the Apex Court was: was the appellant an employee of the Bank? On construction of the agreement entered into the Bank and the Treasure, the Court laid down:

”If a master employs a servant and authorizes him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for a cash consideration, the employees thus appointed by the servant would be equally with the employer, servant of the master.”

In the above precedent the Apex Court for the first time laid down the crucial test of supervision and control for determining the relationship of employer and employee.

21. In Hussainbhai (*supra*) the petitioner, who was manufacturing ropes, entrusted the work to a contractor who engaged his own workers. When, after some time, the workers were not engaged, they raised an industrial dispute that they were denied employment by the petitioner. On reference of that dispute, the labour court passed an award against the petitioner. When matter reached the Apex Court, on examination of various factors and applying the effective control test, it was held that though there was no direct relationship between the petitioner and the workers yet on lifting the veil and looking at the conspectus of factors governing employment, the naked truth, though draped in different perfect paper arrangement, was that the real employer was the petitioner, not the immediate contractor. The Apex Court stated law in following words:

”Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for

any reason, chokes off, the worker is virtually, laid off. The presence of intermediate contractor with whom alone the workers have immediate or direct relationship ex-contractus is of no consequence when, on lifting the veil or looking at the conopectus of the factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor***. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and, satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off. Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The management's adventitious connections cannot ripen into real employment.”

As noted above, this precedent does not present an illustration of abolition of contract labour but an instance where the Court pierced the veil and declared the correct position to the effect that the contract labours were employees of the principal employer and not of the contractor.

22. In Steel Authority of India (supra) it has been ruled that the term "contract labour" is a species of workman. A workman may be hired: (1) in an establishment by the principal employer or by his agent with or without the knowledge of the principal employer, or (2) in connection with the work of an establishment by the principal employer through a contractor or by a contractor with or without the knowledge of principal employer. Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman. But when a workman is hired in or in connection with the work of an establishment by a contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in Hussainbhai's case (supra) and in Indian Petrochemicals Corporation case [1999 (6) S.C.C. 439] etc.; if the answer is in affirmative, the workman will be in fact an employee of the principal employer, but if the answer is in the negative, the workman will be a contract labour.

In view of the legal proposition, referred above, it is concluded that the claimants can maintain this dispute against the management since they agitate that the contract agreement between the management and the Contractor is sham and nominal.

23. Whether any directions for deeming the contract labour as having become the employees of the principal employer can be issued, when the contractor or the principal employer had violated the provisions of the Contract labour Act? To find an answer, provisions of that Act are to be examined. The Contract Labour Act regulates conditions of workers in contract labour system and provides for its abolition by the appropriate Government as provided by section 10 of that Act. In regard to regulatory measures section 7 requires the principal employer to get itself registered, while section 12 obliges every contractor to obtain a licence, under the provisions of that Act. Section 9 places an embargo on the principal employer of an establishment from employing contractor labour in the establishment, when either it is not registered or its registration has been revoked. Section 12 of the Contract Labour Act imposes a liability on a contractor not to undertake or execute any work through contract labour except under and in accordance with a licence. Sections 23,24 and 25 make contraventions of the provisions of that Act or Rules made thereunder penal. In Dena Nath (1992 Lab. I.C. 75) the Apex Court considered the question, whether non-compliance of the provisions of sections 7 and 12 by the principal employer and the contractor respectively would make the contract labour employed by the principal employer as the employee of the latter. It was ruled that only consequence of non-compliance either by the principal employer of section 7 or by the contractor in complying the provisions of section 12 is that they are liable for prosecution under the said Act. But the employees employed through the contractor cannot be deemed to be the employees of the principal employer.

24. In the Steel Authority of India (supra) the Apex Court laid emphasis“..... the consequence of violation of Sections 7 and 12 of the CLRA Act is explicitly provided in Sections 23 and 25 of the CLRA Act it is not for High courts or this Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel, be it absorption of contract labour in the establishment of principal employer or a lesser or harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such, clearly impermissible”. The above authoritative pronouncements make it clear that on violations of the provisions of the Contract Labour Act or Rules made thereunder, the contract labour could not be deemed to have become the employee of the principal employer.

25. Whether this Tribunal has power to order for abolition of contract labour system in the establishment of the management? For an answer, legal dicta is to be considered. Before enactment of the Contract Labour Act, the industrial adjudicator, in appropriate cases, used to issue directions to the establishment concerned to abolish or modify system of contract labour. Reference can be made

to precedents in United Salt Works and Industries Ltd. [1962 (I) LLJ. 131], Shibu Metal Works [1966 (I) LLJ. 717], National Iron & Steel Co. [1967 (II) LLJ. 23] and Ghatge and Patil (Transport) Pvt. Ltd. [1968 (I) LLJ. 566]. The National Commission on Labour (1966) in para 29.11 of its report, enumerated those factors, on which abolition of contract labour was ordered, thus:

“29.11. Judicial awards have discouraged the practice of employment of contract abour, particularly when the work is (i) perennial and must go on from day to day; (ii) incidental and necessary for the work of the factory; (iii) sufficient to employ a considerable number of whole time workmen; and (iv) being done in most concerns through regular workmen. These awards also came out against the system of 'middlemen'.”

26. After Contract Labour Act was brought on statute book, the Apex examined jurisdiction of the industrial adjudicator to issue directions to the establishment to abolish contract labour in Vegoils Private Ltd. [1971 (2) S.C.C. 724] and ruled that it would be proper that the question, whether the contract labour in the appellant industry was to be abolished or not, be left to be dealt with by the appropriate Government under the provisions of that Act, if it becomes necessary. The observations made by the Court are extracted thus:

“The appropriate Government when taking action under Section 10 will have an overall picture of the industries carrying on similar activities and decide whether contact labour is to be abolished in respect of any of the activities of that industry. Therefore, it is reasonable to conclude that the jurisdiction_to decide about the abolition of contract labour, or to put it differently, to prohibit the employment of contract labour, is now to be done in accordance with Section 10. Therefore, it is proper that the question whether the contract labour regarding loading and unloading in the industry of the appellant is to be abolished or not, is left to be dealt with by the appropriate Government under the Act, if it becomes necessary. On this ground, we are of the opinion that the direction of the Industrial Tribunal in this regard will have to be set aside.***. The legality of the direction given by the Industrial Tribunal abolishing contract labour in respect of loading and unloading from May 1, 1971, can also be considered from another point of view. The Central Act, as mentioned earlier, had come into force on February 10, 1971. Under Section 10 of the said Act the jurisdiction to decide matters connected with prohibition of contract labour is now vested in the appropriate Government. Therefore, with effect from February 10, 1971, it is only the appropriate Government that can prohibit contract labour by following the procedure and in accordance with the provisions of the Central Act. The Industrial Tribunal, in the circumstances, will have no jurisdiction, through its award dated November 20, 1970, to give a direction in that respect which becomes, enforceable after the date of the coming into force of the Central Act. In any event, such a direction contained in the award cannot be enforceable from a date

when abolition of contract labour can only be done by the appropriate Government in accordance with the provisions of the Central Act”.

27. In Gujarat Electricity Board [1995 (5) S.C.C. 27] the same view was taken by the Apex Court holdings that the authority to abolish the contract labour vests in the appropriate Government and not in any court including the industrial adjudicator. it would be apposite to reproduce the observation of the court thus:

“53. Our conclusions and answers to the questions raised are, therefore, as follows:

- (i) In view of the provisions of Section 10 of the Act, it is only the appropriate Government which has the authority to abolish genuine labour contract in accordance with the provisions of the said Section. No Court including the industrial adjudicator has jurisdiction to do so.
- (ii) If the contract is sham or not genuine, the workmen of the so-called contractor can raise an industrial dispute for declaring that they were always the employees of the principal employer and for claiming the appropriate service conditions. When such dispute is raised, it is not a dispute for abolition of the labour contract and hence the provisions of Section 10 of the Act will not bar either the raising or the adjudication of the dispute. When such dispute is raised, the industrial adjudicator has to decide whether the contract is sham or genuine. It is only if the adjudicator comes to the conclusion that the contract is sham, that he will have jurisdiction to adjudicate the dispute. If, however, he comes to the conclusion that the contract is genuine, he may refer the workmen to the appropriate Government for abolition of the contract labour under Section 10 of the Act and keep the dispute pending. However, he can do so if the dispute is espoused by the direct workmen of the principal employer. If the workmen of the principal employer have not espoused the dispute, the adjudicator, after coming to the conclusion that the contract is genuine, has to reject the reference, the dispute being not an industrial dispute within the meaning of Section 2 (k) of the ID Act. He will not be competent to give any relief to the workmen of the erstwhile contractor even if the labour contract is abolished by the appropriate Government under Section 10 of the Act.
- (iii) If the labour contract is genuine a composite industrial dispute can still be raised for abolition of the contract labour and their absorption. However, the dispute, will have to be raised invariably by the direct employees of the principal employer. The industrial adjudicator, after receipt of the reference of such dispute will have first to direct the workmen to approach the appropriate Government for abolition of the contract labour under Section 10

of the Act and keep the reference pending. If pursuant to such reference, the contract labour is abolished by the appropriate Government, the industrial adjudicator will have to give opportunity to the parties to place the necessary material before him to decide whether the workmen of the erstwhile contractor should be directed to be absorbed by the principal employer, how many of them and on what terms. If, however, the contract labour is not abolished, the industrial adjudicator has to reject the reference.

(iv) Even after the contract labour system is abolished, the direct employees of the principal employer can raise an industrial dispute for absorption of the ex-contractor's workmen and the adjudicator on the material placed before him can decide as to who and how many of the workmen should be absorbed and on what terms".

28. In Steel Authority of India (supra) the Apex Court had referred the precedents in Vegoils case (supra) and Gujarat Electricity Board (supra) with approval. Thus it emerges that power to abolish contract labour system vests with the appropriate Government, under section 10 of the Contract Labour Act, and not with any court including the industrial adjudicator. This Tribunal has not been saddled with any responsibility to abolish contract labour in an establishment, on parameters enacted in sub-section (2) of Section 10 of the Contract Labour Act.

29. Now I would turn to the facts of the present controversy. It is not a case where an employee of a contractor, employed in a statutory canteen, has invoked the jurisdiction of this Tribunal. This matter, as projected by the claimants, is left to be approached on the proposition as to whether contract agreement entered into between the management and the Contractor was sham and nominal. Unfortunately, either of the parties had not produced the contract agreement before this Tribunal. Under these circumstances, the Tribunal cannot examine the written instrument entered into between the management and the contractor. However, it would be ascertained as to whether the claimants could produce evidence to the effect that financial, supervisory, administrative and disciplinary control were exercised over them by the management.

30. As conceded by them, their wages were being paid by the contractor. Wage settlement, which Ex.WW.1/4 makes it clear that Shri Babu Lal and Shri Satpal were paid a sum of Rs.6000.00 by M/s Swastik Enterprises, who had paid less wages than the minimum wages, notified by the appropriate Government. This payment was made in presence of Executive Engineer (Electrical), Electric Division XVII, of the management. Consequently, it emerging over the record that financial control on the claimants was being exercised by the contractor and not by the management.

31. Ex.WW1/3 is a letter written by Shri Satpal and Babu Lal to the Executive Engineer (Electrical) Electrical Division XVII, CPWD, wherein it has been mentioned that their services were dispensed with by the contractor on

02.03.2001. It has further been written therein that the contractor kept logbook with him and turned them out of the work premises. It has also been stipulated that order passed by the High Court of Delhi was shown to the contractor but he failed to abide by it. Now it would be seen whether it was the Contractor who exercised his control or supervision on the claimants? Factors of such control and supervision were described in various precedents. which would be noted herein under. In Chintaman Rao [1958 (II) LLJ 252] the Apex Court ruled that the concept of employment involves three ingredients: (1) employer, (2) employee, and (3) the contract of employment. The employer is one who employs, that is, one who engages the services of other persons. The employee is one who works for another for hire. The employment is the contract of service between the employer and employee where under the employee agrees to serve the employer subject to his control and supervision. In Food Corporation of India [1985 (II) LLJ 4] Justice Desai, speaking for the Apex Court, announced that a contract of employment "discloses a relationship of command and obedience between them". Where a Contractor employs a workman to do the work which he contracted with a third person to accomplish, the workman of the Contractor would not without something more become the workman of third person.

32. In Dharangadhara Chemical Works Limited [1957 (1) LLJ 477], the Apex Court ruled that test of "supervision and control may be taken as the *prima facie* test for determining the relationship of employment". It was further laid that existence of the right in the master to supervise and control the work to be done by the servant, not only matter of directing that work the servant is to do but also the manner in which he shall do his work is the *prima facie* test for determining the existence of master and servant relationship. It was suggested that correct method of approach, would be to consider whether having regard to the nature of work there was due control and supervision by the employer. The greater amount of direct control exercised over the person rendering the services by the person contracting for them, the stronger the ground for holding it to be a contract of service. The control and supervision test was reaffirmed by the Apex Court in Chintaman Rao (supra), wherein it was ruled that "worker" was a person employed by the management and there must be contract of service and a relationship of master and servant between them. In Shankar Balaji Waje [1962 (1) LLJ 119], the Apex Court clarified that "control of the management. which is a necessary element of the relationship of master and servant is not directed towards providing or dictating the nature of the article to be produced or the work to be done. but refers to the other incidents having a bearing on the process of work the person carries out in the execution of the work. The manner of work is to be distinguished from the type of work to be performed. In V.P.Gopala Rao [1970 (11) LLJ 59], the Apex Court said that it is the question of fact in each case whether

the relationship of master and servant exists between the management and the workman and there is no abstract a priori test of the work control required for establishing the contract of service. It was laid therein that for holding that the persons employed in the factory were workers within the meaning of sub-section (1) of Section (2) of the Factories Act, 1948, it is to be considered that the fact that the workman had to work in the factory implied certain amount of supervision by the management and the nature and extent of control varied in different industries and that when the operation was of a simple nature, the control could be exercised at the end of the day by the method of rejecting the bidis which did not come up to the proper standard. It is, therefore, not surprising that in recent years, the control test, as traditionally formulated, has not been treated as an exclusive test. In Silver Jubilee Tailoring House [1973 (11) LLJ 495] the Apex Court ordained that "It is in its application to skilled and particularly professional work that control test in its traditional form has really broken down. It has been said that in interpreting "control" as meaning the power to direct how the servant should do the work, the court has been applying the concept suited to a past age".

33. During the last three decades emphasis in the field has shifted and no longer rests so strongly upon the question of control. Control is obviously an important factor and in many cases it may still be the decisive factor, but it would be wrong to say that in every case it is a decisive factor. In Shining Tailors (1983 (11) LLJ 143), the Apex Court held that the piece rated workers working for a big tailoring establishment were workmen for the establishment. It was observed therein that the "right of removal of the workman or not to give work as an element of control and supervision" which was amply satisfied to announce that those piece rated workers were the workmen for the establishment. The Court concluded that the proposition that "piece rate" itself indicates relationship of independent contract, is not correct. A servant, who has full liberty to attend to his work according to his pleasure and not according to orders of his master, is an independent contractor. A gold smith engaged to finish jewels within a given time and when it was open to such goldsmith to finish jewels within the given time or earlier and engage themselves or others of their own were held to be independent contractors, in K. Keswa Reddiar (1957 (1) LLJ 645). In the like manner a goldsmith who undertook the manufacture of ornaments like other goldsmith which he was asked to manufacture and was entitled to receive remuneration which would depend upon the nature of the work done, was held to be not under the order or control of the proprietor of the concern for whom he was doing the work, in Achuta Achar (1968(1) LLJ 500). An agreement for selling milk on commission was held to be a contract for service and not a contract of service, in Abad Dairy Doodh Vitran Kendra Sanchalak Mandal, Ahmedabad (1989 Lab.I.C.1770). The Tiny Deposit Agents employed in deposit mobilization activity of the bank have been held

to be falling within the definition of the workman and not an independent contractor in the precedent in the Management of Indian Bank (1990 (1) LLJ 50).

34. As emerge out, element of control or supervision of employer in respect of detail of work would be an identifying mark of the servant. Where an employer retains the power, not only of directing what work is to be done but also of controlling the manner of doing the work, these factors would be determinative of his status as of a master. His control is not directed towards providing or dictating the nature of work to be done but refers to other incidents having a bearing on the process of work the person carries out in the execution of the work. Control test postulates a combination of managerial and technical functions.

35. Contents of Ex. WW1/3 makes it clear that it was the contractor who exercised administrative, supervisory and disciplinary control on the claimants. It was the contractor who controlled the manner of doing work of the claimants. He issued directions in respect of the nature of work to be performed by them. He not only supervised their work but retained administrative and disciplinary control over them. Thus, it is evident that it was the contractor who was exercising all control over the claimants and contract agreement cannot be termed as sham and bogus.

36. It was the contractor, viz. the employer of the claimants, who had terminated their services. Contractor has not been arrayed as a party to the dispute. Services of the claimants were dispensed with by the contractor and not by the management. Since relationship of employer and employee never existed between the parties, claimants have no claim against the management. As such, this Tribunal does not find any justification in according indulgence to the claimants. Their claim has no merits. Same is, therefore, discarded. An award is passed in favour of the management and against the claimants. It be sent to the appropriate Government for publication.

Dated. 30-11-2012

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 2 जनवरी, 2013

का.आ. 758.—आ॒द्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. आर.सी.एस. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आ॒द्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण/श्रम न्यायालय न. 1, नई दिल्ली के पंचाट (आई डी संख्या 252/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-01-2013 को प्राप्त हुआ था।

[सं. एल-42012/216/2005-आई आर(सीएम-II)]

बी.एम.पटनायक, अनुभाग अधिकारी

New Delhi, the 2nd January, 2013

S.O. 758.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 252/

2011) of the Central Government Indus. Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the industrial dispute between the management Indian Red Cross Society, of and their workman, received by the Central Government on 02-01-2013.

[No. L-42012/216/2005-IR(CM-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

**BEFORE DR R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO.1, KARKARDOOMA COURTS COMPLEX,
DELHI**

I.D.No. 252/2011

Sh.Sarna Ram S/o Sh.Bhim Sen,
R/o 2-D, Flat/Quarter Red Cross Quarters,
Kaka Nagar, New Delhi.Workman

Versus

The Secretary,
Indian Red Cross Society,
1, Red Cross Road,
New Delhi Management

AWARD

A part time sweeper was appointed by Indian Red Cross Society (hereinafter referred to as the Society) to carry out sweeping job in its premises. The part time sweeper worked with the Society for a considerable period of 35 years. When the said sweeper became old and infirm, his engagement was discontinued. The sweeper raised a demand for reinstatement in service. Since the Society did not pay any heed to his demand, he raised an industrial dispute before the Conciliation Officer. His claim was contested by the Society and as such conciliation proceedings failed. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to the Central Government Industrial Tribunal No. 2, New Delhi, for adjudication, vide order No. L-42012/216/2005-IR (CM-II), New Delhi, dated 08-08-2006, with following terms:

“Whether the action of the management of Indian Red Cross Society in terminating the services of Shri Sarna Ram with effect from 21-11-2000 is legal and justified? If not, to what relief the workman is entitled?

2. Claim statement was filed by the sweeper, namely, Shri Sarna Ram, pleading that he was appointed as sweeper by the Society in November, 1965. He was put on probation for a period of 6 months. Since nothing was heard from the Society, hence his services were deemed to have been confirmed after completion of a period of 12 months. He

worked hard and never gave a chance of complaint to his superiors. His salary was increased to Rs.1500.00 per month in 1992 and later on it was increased to Rs.3300.00 per month. Though he was full time employee, yet a nominal amount of Rs.300.00 only was paid to him. Balance portion of salary was retained projecting that it was transmitted to his Provident Fund, which he would get at the time of his retirement.

3. The claimant unfolds that he worked with the Society till June, 2001. Overtime work was also taken from him. He requested the Society to regularize his services. False assurance was given by the Society in that regard. When he reached to resume his duty on 21-11-2000, he was not allowed to enter the premises. His services were discontinued abruptly, without giving any notice or pay in lieu thereof. Retrenchment compensation was not paid and action of the Society was violative of the provisions of section 25-F of the Industrial Disputes Act, 1947(in short the Act). On 01-12-2002, he came to know that a junior was retained by the Society while his services were terminated. He projects that action of the Society in termination of his services is illegal and unwarranted. He claims reinstatement in service with continuity and other consequential benefits ..

4. Claim was demurred by the Society that the claimant was a part time sweeper, who used to render services for half an hour every day. He was not a regular employee. No regular work was available for him to work during remaining portion of the day. When he became very old and infirm, which condition incapacitated him to carry out his duties, his services were discontinued. The Society projects that as a part time sweeper, he used to get Rs. 400.00 per month as his wages. He was never appointed in regular capacity. There was no question of increase in his wages in 1992 or thereafter. Claim put forward, to the effect that his services were regularized, is false. There was no question of giving any assurance to him for regularisation of his services. Since the claimant had become old and infirm, his services were disengaged. The Society projects that provisions of Section 25-F of the Act did not come into play. It has been prayed that claim put forward by Shri Sarna Ram may be dismissed, being devoid of merits.

5. Vide order No.Z-22019/6/2007-IR(CM-II), New Delhi dated 30-03-2011, the case was transferred by the appropriate Government to this Tribunal for adjudication.

6. Claimant tendered his affidavit as evidence, on 23-12-2011. Thereafter, he never appeared before this Tribunal to undergo rigors of cross examination. On 31-08-2012, authorized representative of the Society informed the Tribunal that the claimant had left for his heavenly abode. Under these circumstances, no opportunity could be given to the Society to purify

contents of his affidavit by an ordeal of cross examination.

7. Notices were issued to the legal representatives of the claimant to join the proceedings. Those notices were received back undelivered with the report 'left'. Thus legal representatives of deceased claimant could not come forward to prosecute the claim.

8. Affidavit dated 23-12-2011, tendered as evidence by the deceased claimant, was perused. In that affidavit, he unfolds that he was appointed as a sweeper in November 1965 at a monthly salary of Rs. 40.00. It has been detailed that he served the Society continuously, without any chance of complaint to his superior. He was governed by rules and regulation of the Society, which he never violated. He declares that claim made by him in his replication dated 23-02-2005 is correct. On record, no such document is found. As projected above, the reference was received by the Tribunal for adjudication on 08-08-2006. Claims statement bears the date of 23-12-2011. On that very date, the claimant filed his affidavit as evidence. Other than this claim statement, a photocopy of claim statement purported to have been filed before the Conciliation Officer, is found over the record. Thus, it is evident that the affidavit of the claimant, filed as evidence, lacks on counts such as when his services were disengaged, giving notice for termination or pay in lieu thereof and facts relating to non-payment of retrenchment compensation. This affidavit dated 23-12-2011, tendered as evidence, leads the Tribunal nowhere, assuming, though not admitting, that it can be read in evidence. Even then, no evidence is there to establish that the services of the deceased claimant were retrenched in violation of provisions of Section 25-F of the Act.

9. When affidavit of the claimant, tendered as evidence, is discarded, in that situation, there is a complete vacuum of evidence to record a finding that service of the claimant were retrenched by the Society. Retrenchment has been defined in Section 2(oo) of the Act. The definition of the term retrenchment is extracted thus:

"(oo) "retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or

(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a

stipulation in that behalf contained therein; or

(c) termination of the services of a workman on the ground of continued ill-health".

10. Definition of retrenchment is very wide and in two parts. The first part is exhaustive, which lays down that retrenchment means the termination of the service of a workman by the employer "for any reason whatsoever" otherwise than as a punishment inflicted by way of disciplinary action. Thus main part of the definition itself excludes the termination of service, as a measure of punishment inflicted by way of disciplinary action from the ambit of retrenchment. The second part further excludes (i) voluntary retirement of the workman, or (ii) retirement of workman on reaching the age of superannuation, or (iii) termination of the service of a workman as a result of non-renewal of contract of employment, or (iv) termination of contract of employment in terms of a stipulation contained in the contract of employment in that behalf, or (v) termination of service on the ground continued ill health of the workman. Reference can be made to the precedents in Avon Services (Production Agencies) (Pvt.) Ltd. [1979 (I) LLJ 1] and Mahabir [1979 (II) LLJ 363]. . .

11. The Society projects that services of the claimant were disengaged when he became incapacitated to discharge his duties, due to his old age. Old age makes a person weak, infirm, and incapable of performing even normal pursuits of life. He frequently suffers from illness also. In such a state of affairs, his capacity to work is also affected. Therefore, it was for the claimant to establish "that he was competent to perform his duties. On this count too, there is a vacuum of evidence. For desideratum of evidence, this Tribunal is constrained to record facts to the effect that disengagement of services of the claimant does not amount to retrenchment. Onus lies on the claimant to establish that his services were retrenched and that too in violation of the provisions of the Act. This onus was not discharged at all. Resultantly, facts cannot be recorded in favour of the deceased claimant.

12. In view of the foregoing reasons, it cannot be concluded that services of the claimant were retrenched by the Society and action of retrenchment was unjustified and illegal. For want of evidence, this Tribunal is unable to conclude facts in favour of the deceased claimant. No relief can be accorded to him. An award is, accordingly, passed in favour of the Society and against the deceased claimant. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated: 14-12-2012

नई दिल्ली, 11 जनवरी, 2013

का.आ. 759.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, नई दिल्ली के पंचाट (आई डी संख्या 281/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-01-2013 को प्राप्त हुआ था।

[सं. एल- 42012/310/2003-आई आर(सीएम-II)]

बी. एम. पटनायक, अनुभाग अधिकारी

New Delhi, the 11th January, 2013

S.O. 759.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 281/2011) of the Central Government Indus. Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the management of Central Public Works Department, and their workmen, received by the Central Government on 11-01-2013.

[No. L-42012/310/2003-IR (CM-II)]

B. M. PATNAIK, Section Officer

ANNEXURE

**BEFORE DR. R. K. YADAV PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 1,
KARKARDOOMA COURT COMPLEX, DELHI**

I. D. No. 281/2011

The National President,
All India CPWD (MRM)

Karamchari Sangathan (Regd.),
No. 4823, Gali No.13,
Balbir Nagar Extension,
Shahdara, Delhi - 110032. Workman

Versus

1. The Director General of Works,
Central Public Works Department,
Nirman Bhawan, New Delhi.
2. The Executive Engineer,
CPWD, ITPO,
Electrical Division,
I.P. Bhavan, New Delhi.Management

AWARD

M/s. Jagadamba Electrical Works (in short the Contractor) took contract of lift and electrical operations work from Central Public Works Department (in short the management) in December, 2000. The contractor employed

Shri Ram Ashrey to operate the lift at CGHS Dispensary, Laxmi Nagar, Delhi, Shri Ram Ashrey used to maintain log book, which was inspected by the Junior Engineer of the management from time to time. On 18-12-2001, Shri Ram Ashrey left for his native village, after getting his full and final payment from the contractor. On his return from his native village, he raised a demand on the management for reinstatement in service. Since his demand was not conceded to, he raised an industrial dispute before the Conciliation Officer. Management contested his claim and as such conciliation proceedings ended into failure. On consideration of the failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to the Central Government Industrial Tribunal No. II, New Delhi, for adjudication, vide order No. L-42012/310/2003-IR(CM-II), New Delhi, dated 23-08-2004, with the following terms:

“Whether the contract between the management of CPWD and their contractor is sham and whether the demand of All India CPWD (MRM) Karamchari Sangathan for regularization/absorption of Shri Ram Ashrey, S/o Shri Munni Lal, in the establishment of CPWD is legal and justified. If yes, to what relief he is entitled?

2. Vide order No. L-42012/31/2003-IR(CM-II), New Delhi, dated 17-01-2005, the appropriate Government issued a corrigendum and substituted terms of reference as under:

“Whether contract between the management of Central Public Works Department and their contractor is sham and whether the demand of All India CPWD(MRM) Karamchari Sangathan for reinstatement/regularization/absorption of Shri Ram Ashrey, S/o Shri Munni Lal, Lift Operator (worked at CGHS Dispensary, Laxmi Nagar) in the establishment of CPWD is legal and justified. If yes, to what relief he is entitled?”

3. Claim statement was filed by Shri Ram Ashrey pleading therein that he was working as lift operator with the management, through a contractor since 15-1-2000. He worked for more than 240 days in each calendar year. No seniority list of the employees in the establishment of the management was maintained. He was performing duties of operation and maintenance of lifts, which duties are performed by regular lift operators. He rendered continuous service with the management, despite the fact that the contractor used to change after every six months. Though there was change of contractor, but his services remained continuous with the management, which fact shows that the contract agreement was sham and bogus. It was a smoke screen with a view to defeat provisions of beneficial labour legislation. Work of lift operator is directly connected with day to day work of the management in its electrical division. His work was never supervised by the contractor. Management enjoyed disciplinary authority over him. His services were illegally terminated on 27-05-2002. He presents that mandatory provisions of

Section 25 F of the Industrial Disputes Act, 1947 (in short the Act) were not 'complied with. Management also violated provisions of Section 25G and 25H of the Act. He claims reinstatement in service of the management with continuity and full back wages.

4. Claim was demurred by the management pleading that there was no relationship of employer and employee between the parties. Claimant was never employed by the management. His wages were never paid by the management. Work relating to operation and maintenance of lifts was awarded to the contractor, who engaged the claimant. Management projects that when a worker opts to repeat at the very site at which work has been awarded to a new contractor, in such a situation the new contractor is at liberty to employ him. His employment by different contractors would have no bar over the matter. Contractor had control and supervision over the work and conduct of the claimant. Management was not at all connected with the affairs of the contractor. Hence, it is not in a position to comment as to when his services were dispensed with by the contractor. Management had not violated provisions of the Act. Contract entered into between the management and the contractor is genuine.

Claim put forward by the claimant is not maintainable. His claim may be dismissed, pleads the management.

5. Vide order No. Z-22D.19/6/2007/1R(C-II) New Delhi, dated 30-03-2011, the appropriate Government transferred the case to this Tribunal for adjudication.

6. Claimant had examined himself (WW1), Shri Shanti Swaroop Ojha (WW2) and Shri Jai Ram, Assistant Engineer, (WW3) in support of his claim. Shri Lakhbir Singh, Executive Engineer, entered the witness box to testify facts on behalf of the management.

7. Arguments heard at the bar. Shri Sunil Kumar, authorized representative, advanced arguments on behalf of the claimant. Shri S.S. Khan, assisted by Ms. Benani Banerjee, Office superintendent presented facts on behalf of the management. Parties filed their written submission too. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:-

8. In his affidavit Ex.WW1/A, tendered as evidence, claimant swears that he, worked as a lift operator with the management since December 2000 to 18-05-2002. He was engaged by the management through a contractor. He has been discharging his duties to the satisfaction of the management. Though on paper, he was shown to be an employee of the contractor, however, he was working under direct control and supervision of the officials of the management. He worked under several contractors, who

used to change after every six months but his duties and service conditions remained the same. He has been in continuous service of the management since the date of his engagement. At the time of his initial appointment, he was interviewed by the Executive Engineer and on being found suitable, he was accepted in employment. Contractor was a mere name lender. Officers of the management exercised disciplinary authority over him. Appropriate Government had abolished contract system in the establishment of the management. He rendered continuous service of 240 days in every calendar year, including 12 months preceding date of his termination.

9. When subjected to rigors of cross examination, claimant concedes that no appointment letter was issued in his favour by the management. He makes further admission that no advertisement was issued by the management to employ lift operators. He admits that he was engaged on the job by a contractor to work as lift operator. He had to make a candid admission to the effect that his wages were paid by the contractor. He also concedes that he was having no qualification when he was engaged in the job of lift operator. He also admits that there was no document in his possession to show that his attendance was marked with the management or the Junior Engineer ever granted leave to him. It is also not disputed by him that wages and privileges available to the employees of the management were not granted to him.

10. Shri Shanti Saroop Ojha had unfolded that he is the owner of M/s. Jgadamba Electrical Works. He had taken contract from the management in December 2000 to carry out lift and electrical operations. He engaged the claimant to discharge his obligation in respect of the contract, which is Ex.WW2/1. He used to control and supervise work of the claimant. He used to pay wages to the claimant. He explains that on 18-12-2001, Shri Ram Ashrey left the job and went to his native village.

11. Shri Jai Ram, Assistant Engineer, unfolds that he has checked the log book of the contractor with a view to inspect his work. His signatures appear in the log book register, copies of which are Ex.WW1/1 to Ex.WW1/18. According to him, contractor used to control and supervise work of the claimant. He had inspected the log book only with a view to ascertain as to whether work performed by the contractor was in accordance with the terms and conditions of the contract, entered into between him and the management.

12. Shri Lakhbir Singh, Executive Engineer, unfolds in his affidavit, Ex. MW1/A, tendered as evidence, that the claimant was engaged as lift operator by the contractor. He was working under direct control and supervision of the contractor. His wages were being paid by the contractor. Records relating to salary vouchers, may be in possession

of the contractor. During the course of cross examination, he projects that the agreement, entered into between the management and the contractor, was for the period 3-09-2000 to 02-09-2001. The contractor was under an obligation to provide one person at the lift located at CGHS dispensary, Laxmi Nagar, Delhi. As per attendance record Ex.WW1/1 to Ex.WW1/145, two persons were deployed by the contractor to work in two different shifts. Work was again awarded to the contractor from 14-12-2001 to 13-12-2002. To discharge his contractual obligation, contractor has engaged the claimant for the subsequent period also. He unfolds that contract work awarded to the contractor was not prohibited by the appropriate Government.

13. When facts unfolded by the claimant, Shri Shanti Saroop Ohja, contractor, Shri Jai Raman, Assistant Engineer and Shri Lakhbir Singh, Executive Engineer, are appreciated, it came to light that the claimant was engaged by the contractor. Claimant was employed at the lift located at CGHS Dispensary, Laxmi Nagar, Delhi, by the contractor to carry out work awarded to him. Contractor used to make payment of wages to the claimant. Claimant used to mark his attendance in a register kept by the contractor, which was periodically checked by Shri Jain Raman with a view to ascertain as to whether work performed by the contractor was in accordance with the contract. Work and conduct of the claimant was being supervised by the contractor. The contractor used to sanction leave in favour of the claimant.

14. As admitted by the claimant, he was engaged by the contractor. He concedes that his wages were paid by the contractor. No evidence was adduced by him to the effect that contractor was an agent of the management. Documents which are Ex.WW1/1 to Ex.WW1/18 nowhere bring it over record that the claimant was an employee of the management. On the other hand, above documents project that he was an employee of the contractor. Consequently, it is clear that the claimant was employed by the contractor to carry out work awarded to him by the management. It is established by cogent evidence that relationship of employer and employee existed between the claimant and the contractor. The contractor made payment of wages to the claimant. Relationship of employer and employee never existed between the claimant and the management.

15. Whether the claimant, who was an employee of the Contractor, can proposition, the Tribunal has to take note of the law contained in Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970 (in short the Contract Labour Act), which makes provision for prohibition of employment of contract labour. For sake of

convenience provisions of Section 10 of the Contract Labour Act are reproduced thus:

“10. Prohibition of employment of contract labour:-

(1) Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment.

(2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in that establishment and other relevant factors, such as :-

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment,

(b) whether it is of perennial nature, that is to say, it is of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of whole-time workmen.

Explanation - If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.”

16. As emerge out of the provisions of sub-section (1) of Section 10 of the Contract Labour Act, the appropriate Government may, by notification in the official gazette, prohibit employment of contract labour in any process, operation or other work in any establishment. When employment of contract labour is prohibited, by issuance of a notification in official gazette by the appropriate Government, what would be the status of the contract labour employed in the establishment? Such a question arose before the Apex Court in Steel Authority of India Ltd. (supra). The Apex Court ruled therein that there cannot be automatic absorption of contract labour by principal employer on issuance of notification by the appropriate Government on abolition of contract labour system, under sub-section (1) of Section 10 of the Contract Labour Act. It would be expedient to reproduce the laid by the Apex Court, which is extracted thus:

“..... they fall in three classes: (1) where contract labour is engaged in or in connection with the work of an establishment and employment of contract

labour is prohibited either because the industrial adjudicator/court ordered abolition of contract labour or because the appropriate Government issued notification under Section 10(1) of the CLRA Act, no automatic absorption of contract labour working in the establishment was ordered, (2) where contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer were held, in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to the abolition of contract labour but present instances wherein the court pierce the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited, (3) where in discharge of a statutory obligation of maintaining a canteen in an establishment the principal employer availed the services of the contractor, the courts have held that the contract labour would indeed be employees of the principal employer”.

17. The Court ruled that neither Section 10 of the Contract Labour Act nor any other provision in that Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuance of a notification by the appropriate Government under sub section (1) of Section 10, prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order for absorption of the contract labour working in the establishment concerned. It was further ruled therein that in Saraspur Mills case [1974 (3) SCC 66], the workman engaged for working in the canteen run by the Cooperative Society for the appellant were the employees of the appellant mills. In Basti Sugar Mills .

(AIR 1964 S.C. 355) a canteen was run in the factory by the Cooperative Society and as such the workers working in the canteen were held to be employees of the establishment the Apex Court ruled that these cases fall in class (3) mentioned above. Judgment in Hussainbhai (1978 Lab. I.C. 1264) was considered by the Apex Court in the said precedent and it was ruled therein that the said precedent falls in class (2), referred above. The Apex Court concluded that on issuance of prohibitive notification under Section 10 of the Contract Labour Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislation so as to deprive the workers of the benefit

thereunder. If the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned, subject to the conditions as may be specified by it for that purpose.

17. As announced by the Apex Court, on issuance of a prohibitive notification, prohibiting employment of contract labour or otherwise in any industrial dispute brought before it by the contract labour in regard to conditions of his service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result in the establishment or for supply of the contract labour for the work of the establishment under a genuine contract or it is a mere ruse/camouflage to evade compliance of beneficial legislation so as to deprive the workers of the benefits therein. Thus it was ruled that a contract labour can raise a dispute before the industrial adjudicator in regard to his conditions of service and in case the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer. Also see Standard Vacuum Refining Co. of India Ltd. [1960 (II) LLJ. 233], which was referred with approval in Steel Authority of India.

18. In Shrivandan Sharma [1955 (1) LLJ 688], the respondent Bank entrusted its Cash Department under a contract to the Treasures who appointed cashiers, including the appellant Head Cashier. The question before the Apex Court was: was the appellant an employee of the Bank? On construction of the agreement entered into the Bank and the Treasury, the Court laid down:

“If a master employs a servant and authorizes him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for a cash consideration, the employees thus appointed by the servant would be equally with the employer, servant of the master.”

In the above precedent the Apex Court for the first time laid down the crucial test of supervision and control for determining the relationship of employer and employee.

19. In Hussainbhai (supra) the petitioner, who was manufacturing ropes, entrusted the work to a contractor who engaged his own workers. When, after some time, the workers were not engaged, they raised an industrial dispute that they were denied employment by the petitioner. On reference of that dispute, the labour court passed an award against the petitioner. When matter reached the Apex Court, on examination of various factors and applying the effective control test, it was held that though there was no direct relationship between the petitioner and the workers yet on lifting the veil and looking

at the conspectus of factors governing employment, the naked truth, though draped in different perfect paper arrangement, was that the real employer was the petitioner, not the immediate contractor. The Apex Court stated law in following words:

“Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractor with whom alone the workers have immediate or direct relationship ex-contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor***. If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the management cannot snap the real-life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off. Of course, if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The management's adventitious connections cannot ripen into real employment.”

As noted above, this precedent does not present an illustration of abolition of contract labour but an instance where the Court pierced the veil and declared the correct position to the effect that the contract labours were employees of the principal employer and not of the contractor.

20. In Steel Authority of India (supra) it has been ruled that the term “contract labour” is a species of workman. A workman may be hired : (1) in an establishment by the principal employer or by his agent with or without the knowledge of the principal employer, or (2) in connection with the work of an establishment by the principal employer through a contractor or by a contractor with or without the knowledge of principal employer. Where a workman is hired in or in connection with the work of an establishment by the principal employer through a contractor, he merely acts as an agent so there will be master and servant relationship between the principal employer and the workman. But when a workman is hired in or in connection with the work of an establishment by a

contractor, either because he has undertaken to produce a given result for the establishment or because he supplies workmen for any work of the establishment, a question might arise whether the contractor is a mere camouflage as in Hussainbhai's case (supra) and in Indian Petrochemicals Corporation case (1999 (6) S.C.C. 439) etc.; if the answer is in affirmative, the workman will be in fact an employee of the principal employer, but if the answer is in the negative, the workman will be a contract labour.

In view of the legal proposition, referred above, it is concluded that the claimant can maintain this dispute against the management since he agitates that the contract agreement between the management and the contractor is sham and nominal.

21. Whether any directions for deeming the contract labour as having become the employees of the principal employer can be issued, when the contractor or the principal employer had violated the provisions of the Contract Labour Act? To find an answer, provisions of that Act are to be examined. The Contract Labour Act regulates conditions of workers in contract labour system and provides for its abolition by the appropriate Government as provided by section 10 of that Act. In regard to regulatory measures Section 7 requires the principal employer to get itself registered, while section 12 obliges every contractor to obtain a licence, under the provisions of that Act. Section 9 places an embargo on the principal employer of an establishment from employing contractor labour in the establishment, when either it is not registered or its registration has been revoked. Section 12 of the Contract Labour Act imposes a liability on a contractor not to undertake or execute any work through contract labour except under and in accordance with a licence. Sections 23, 24 and 25 make contraventions of the provisions of that Act or Rules made thereunder penal. In Dena Nath (1992 Lab. I.C. 75) the Apex Court considered the question, whether non-compliance of the provisions of Sections 7 and 12 by the principal employer and the contractor respectively would make the contract labour employed by the principal employer as the employee of the latter. It was ruled at only consequence of non-compliance either by the principal employer of Section 7 or by the contractor in complying the provisions of Section 12 is that they are liable for prosecution under the said Act. But the employees employed through the contractor cannot be deemed to be the employees of the principal employer.

22. In the Steel Authority of India (supra) the Apex Court laid emphasis “..... the consequence of violation of Section 7 and 12 of the CLRA Act is explicitly provided in Section 23 and 25 of the CLRA Act, it is not for the High Courts or this Court to read in some unspecified remedy in Section 10 or substitute for penal consequences specified in Sections 23 and 25 a different sequel, be if absorption of

contract labour in the establishment of principal employer or a lesser or harsher punishment. Such an interpretation of the provisions of the statute will be far beyond the principle of ironing out the creases and the scope of interpretative legislation and as such, clearly impermissible". The above authoritative pronouncements make it clear that on violations of the provisions of the Contract Labour Act or Rules made thereunder, the contract labour could not be deemed to have become the employee of the principal employer.

23. Whether this Tribunal has power to order for abolition of contract labour system in the establishment of the management? For an answer, legal dicta is to be considered. Before enactment of the Contract Labour Act, the industrial adjudicator, in appropriate cases, used to issue directions to the establishment concerned to abolish or modify system of contract labour. Reference can be made to precedents in United Salt Works and Industries Ltd. [1962 (I) LLJ. 131], Shibu Metal Works (1966 (I) LLJ. 717), National Iron & Steel Co. [1967 (II) LLJ. 23] and Ghate and Patil (Transport) Pvt. Ltd. [1968 (I) LLJ. 566]. The National Commission on Labour (1966) in para 29.11 of its report, enumerated those factors, on which abolition of contract labour was ordered, thus:

"29.11. Judicial awards have discouraged the practice of employment of contract labour, particularly when the work is (i) perennial and must go on from day to day; (ii) incidental and necessary for the work of the factory; (iii) sufficient to employ a considerable number of whole time workmen; and (iv) being done in most concerns through regular workmen. These awards also came out against the system of 'middlemen'."

24. After Contract Labour Act was brought on statute book, the Apex examined jurisdiction of the industrial adjudicator to issue directions to the establishment to abolish contract labour in Vegoils Private Ltd. [1971 (2) S.C.C. 724] and ruled that it would be: proper that the question, whether the contract labour in the appellant industry was to be abolished or not, be left to be dealt with by the appropriate Government under the provisions of that Act, if it becomes necessary. The observations made by the Court are extracted thus:

"The appropriate Government when taking action under Section 10 will have an overall picture of the industries carrying on similar activities and decide whether contact labour is to be abolished in respect of any of the activities of that industry. Therefore, it is reasonable to conclude that the jurisdiction to decide about the abolition of contract labour, or to put it differently, to prohibit the employment of contract labour, is now to be done in accordance with Section 10. Therefore, it is proper that the question whether the contract labour regarding

loading and unloading in the industry of the appellant is to be abolished or not, is left to be dealt with by the appropriate Government under the Act, if it becomes necessary. On this ground, we are of the opinion that the direction of the Industrial Tribunal in this regard will have to be set aside.***. The legality of the direction given by the Industrial Tribunal abolishing contract labour in respect of loading and unloading from May 1, 1971, can also be considered from another point of view. The Central Act, as mentioned earlier, had come into force on February 10, 1971. Under Section 10 of the said Act the jurisdiction to decide matters connected with prohibition of contract labour is now vested in the appropriate Government. Therefore, with effect from February 10, 1971, it is only the appropriate Government that can prohibit contract labour by following the procedure and in accordance with the provisions of the Central Act. The Industrial Tribunal, in the circumstances, will have no jurisdiction, through its award dated November 20, 1970, to give a direction in that respect which becomes, enforceable after the date of the coming into force of the Central Act. In any event, such a direction contained in the award cannot be enforceable from a date when abolition of contract labour can only be done by the appropriate Government in accordance with the provisions of the Central Act".

25. In Gujarat Electricity Board [1995 (5) S.C.C. 27] the same view was taken by the Apex Court holdings that the authority to abolish the contract labour vests in the appropriate Government and not in any court including the industrial adjudicator. It would be apposite to reproduce the observation of the court thus:

"53. Our conclusions and answers to the questions raised are, therefore, as follows:

(i) In view of the provisions of Section 10 of the Act, it is only the appropriate Government which has the authority to abolish genuine labour contract in accordance with the provisions of the said Section. No Court including the industrial adjudicator has jurisdiction to do so.

(ii) If the contract is sham or not genuine, the workmen of the so-called contractor can raise an industrial dispute for declaring that they were always the employees of the principal employer and for claiming the appropriate service conditions. When such dispute is raised, it is not a dispute for abolition of the labour contract and hence the provisions of Section 10 of the Act will not bar either the raising or the adjudication of the dispute. When such dispute is raised, the industrial adjudicator has to decide whether the contract is sham or genuine. It is only if the adjudicator comes to the conclusion that the

contract is sham, that he will have jurisdiction to adjudicate the dispute. If, however, he comes to the conclusion that the contract is genuine, he may refer the workmen to the appropriate Government for abolition of the contract labour under Section 10 of the Act and keep the dispute pending. However, he can do so if the dispute is espoused by the direct workmen of the principal employer. If the workmen of the principal employer have not espoused the dispute, the adjudicator, after coming to the conclusion that the contract is genuine, has to reject the reference, the dispute being not an industrial dispute within the meaning of Section 2 (k) of the ID Act. He will not be competent to give any relief to the workmen of the erstwhile contractor even if the labour contract is abolished by the appropriate Government under Section 10 of the Act.

(iii) If the labour contract is genuine a composite industrial dispute can still be raised for abolition of the contract labour and their absorption. However, the dispute, will have to be raised invariably by the direct employees of the principal employer. The industrial adjudicator, after receipt of the reference of such dispute will have first to direct the workmen to approach the appropriate Government for abolition of the contract labour under Section 10 of the Act and keep the reference pending. If pursuant to such reference, the contract labour is abolished by the appropriate Government, the industrial adjudicator will have to give opportunity to the parties to place the necessary material before him to decide whether the workmen of the erstwhile contractor should be directed to be absorbed by the principal employer, how many of them and on what terms. If, however, the contract labour is not abolished, the industrial adjudicator has to reject the reference.

(iv) Even after the contract labour system is abolished, the direct employees of the principal employer can raise an industrial dispute for absorption of the ex-contractor's workmen and the adjudicator on the material placed before him can decide as to who and how many of the workmen should be absorbed and on what terms".

26. In Steel Authority of India (supra) the Apex Court had referred the precedents in Vegoils case (supra) and Gujarat Electricity Board (supra) with approval. Thus it emerges that power to abolish contract labour system vests with the appropriate Government, under section 10 of the Contract Labour Act, and not with any court including the industrial adjudicator. This Tribunal has not been saddled with any responsibility to abolish contract labour in an establishment, on parameters enacted in sub-section (2) of section 10 of the Contract Labour Act.

27. Now I would turn to the facts of the present controversy. It is not a case where an employee of a contractor, employed in a statutory canteen, has invoked the jurisdiction of this Tribunal. This matter, as projected by the claimant, is left to be approached on the proposition as to whether contract agreement entered into between the management and the contractor was sham and nominal. As conceded by the claimant during the course of his cross examination, he was engaged by the contractor. He also admits therein that the contractor used to pay his wages. Claimant presents that his signatures appear on ExWW2/M1. When contents of this document are perused, it emerged over the record that the claimant moved an application before the contractor with a view to tender his resignation. He made a request therein that his accounts may be settled. Therefore, this document clinches the fact to this issue that the contractor used to exercise not only supervisor control but administrative as well as disciplinary control over the claimant. Shri Ojha gives reaffirmation to this effect when he testified that he exercised supervision and control on the work and conduct of the claimant. He details that he used to instruct the claimant relating to his work. He had sanctioned leaves in favour of the claimant as and when he asked for leaves. Shri Jai Ram presents that Log book Ex.WW1/W18 were checked by him only with a view to ascertain as to whether the contractor was performing work in consonance with the terms and conditions of his contract. Therefore, it is crystal clear that it was the contractor who exercised administrative, financial, supervisory and disciplinary control over the claimant.

28. Contract entered into between the contractor and the management has been placed over the record as Ex.WW1/M1. Clause 19(b) of Ex.WW1/M1 highlights that an obligation was cast on the contractor to pay wages to his employee, which shall be not less than fair wages as defined by the management. Clause 36 of the above document details that the contractor shall provide superintendence over his employees during execution of the work. It was also made obligatory on him to issue attendance card and wage slip to his employees. He was saddled with responsibility to mark attendance of his employees and to issue wage card to them, employment card was also to be issued by him to his employees. On termination of service of an employee, he was required to issue service certificate. Right was retained by the management to make enquiries with a view to ascertain and enforce due and proper observance of fair wage clause by the contractor. These facts make it clear that the contract agreement Ex.WW1/M1 was not entered into between the management and the contractor with a view to evade provisions of beneficial labour legislation. No efforts were made by the management to execute these documents as perfect paper arrangement, with an idea of depriving contract labour from his rights and privileges. Documents

executed between the contractor and the management is found to be legal and genuine. No evidence worth name was brought over the record by the claimant to establish that the contract agreement was sham. Under these circumstances, it is apparent that this Tribunal cannot grant indulgence to the claimant and declare him to be an employee of the management.

29. Out of facts detailed above it stood established that the claimant has not been able to pin point that the contract entered into between the management and the contractor was sham and bogus. No evidence was brought over the record to show that the said contract was a perfect paper arrangement. There is a complete vacuum of evidence to show that the contract was entered into with a view to evade labour legislations. No eyebrow could be raised about legality and genuineness of the contract, entered into between the management and the contractor. Hence, it cannot be concluded that the contract was ruse. No circumstances are there to announce that the claimant is deemed to be an employee of the management. Services of the claimant were done away by the contractor, under these circumstances the management was not under an obligation to comply with the provisions of section 25-F, 25-G and 25-H of the Act. There is no case in favour of the claimant to seek reinstatement in the services of the management. His claim is liable to be dismissed. Accordingly, his claim is discarded. An award is passed in favour of the management and against the claimant. It be sent to the appropriate Government for publication.

Dated: 18-12-2012

DR. R.K. YADAV, Presiding Officer

नई दिल्ली, 1 मार्च, 2013

का.आ. 760.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार औद्योगिक विकास बैंक ऑफ इंडिया (आई डी बी आई) के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 197/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 01-03-2013 को प्राप्त हुआ था।

[सं. एल-12011/37/2008-आई आर(बी-II)]

शीश राम, अनुभाग अधिकारी

New Delhi, the 1st March, 2013

S.O. 760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 197/2011) of the Central Government Industrial Tribunal/ Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Industrial Development Bank of

India (IDBI) and their workman, which was received by the Central Government on 01-03-2013.

[No. L-12011/37/2008-IR (B-II)]

SHEESH RAM, Section Officer

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, KARKARDOOMA COURTS COMPLEX, DELHI

I. D. No. 197/2011

The General Secretary,
IDBI Staff Association,
IDBI, IRCS Building,
1, Red Cross Road,
New Delhi - 110001

.... Workman

Versus

The Deputy General Manager,
Industrial Development Bank of India (IDBI),
1, Red Cross Road, Post Bag No. 231,
New Delhi-110001

.....Management

AWARD

Industrial Development Bank of India Staff Association (hereinafter mentioned as the Association) raised demands for filling of vacancies in workmen cadre numbering around 800, recruitment of adequate number of Class III and IV staff in commercial bank segment, abolition of contract system of labour, outsourcing of regular jobs and promotion of eligible Class IV staff to the cadre of Class III employees. Since these demands were not conceded to the Association decided to sit on a dharna. With those objectives in mind, members of the Association applied to the Industrial Development Bank of India (in short the Bank) for grant of casual/ordinary leaves to participate in the agitation. The Bank decided to grant extraordinary leave without pay and allowances not counting for increment. The Association claimed action of the Bank as violative of Industrial Development Bank of India Staff Rules 2004 (in short the Rules). Since the claim was brushed aside by the Bank, the Association raised an industrial dispute before the Conciliation Officer. The Bank contested the claim and as such, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, appropriate Government referred the dispute to Central Government Industrial Tribunal No. 2, New Delhi, for adjudication, vide order No. L-12011/37/2008-IR(B-II), New Delhi dated 19-06-2008 with following terms:

“Whether the action of the management of IDBI, New Delhi in not granting the casual/ordinary leave to the

Executive Committee members of Industrial Bank of India Staff Association (Regd.) New Delhi for sitting in dharna and to the members of staff for participating in relay dharna programme in batches and granting them extraordinary leave without pay and allowances not counting for increments, is just, fair and legal? If not, to what relief the Executive Committee members of the staff who participated in relay dharna programme are entitled to?

2. Claim statement was filed by the Association pleading therein that a call for agitation was given by it to press for the demands on the Bank, which are detailed as follows:

- (i) Filling of vacancies in the workmen cadre numbering around 800.
- (ii) Recruitment of adequate number of Class III and IV staff in commercial bank segment.
- (iii) Abolition of contract system of labour and outsourcing of regular jobs.
- (iv) Promotion of eligible Class IV staff to the cadre of Class III.

3. Since those demands were to be pursued, the Association arranged a dharna in such manner that the work of the Bank should not suffer. Members of the Association applied to the Bank for grant of casual/ordinary leave to participate in the agitation. However, they were shocked to note that the Bank decided to grant extraordinary leave without pay and allowances not counting for increment, to the employees who participated in the dharna. The Association protested in that matter and status as under:

- a. In so far as the dharna programme observed on November 19, 2007, only 5% of the employees participated in the programme without causing any dislocation to the normal work or functioning of the office.
- b. In respect of the five day relay dharna programme observed from December 10-14, 2007, only 8-10 employees participated in the dharna on any given day which did not hamper the normal working or functioning of the office.
- c. Also, as a responsible trade union conscious of its rights and duties, drafting of employees for the dharna was done in such a manner that no dislocation is caused to the normal working of functioning of the office by ensuring that no section/department is left unattended in any of those days.
- d. The percentage of employees who participated in the dharna programme did not exceed the percentage of employees who are on leave on an average on any given day.

e. No notice was served by the Bank either prior to or during the dharna period regarding the Bank's decision to invoke "No Work - No Pay" and grant of extraordinary leave without pay and allowances not counting for increment.

f. Leave applied for by the employees concerned has neither been rejected by the Bank nor assigned any reason for not granting the leave as applied for by the employees.

g. That the decision of the Bank is in gross violation of the provisions contained in Clause 91(1) of IDBI Staff Rules, 2004 in terms of which extraordinary leave may be granted to an employee by the competent authority when no ordinary leave is due to him and when having regard to his length of service, sick or special leave is not considered justified by the Competent Authority.

4. The Association claims that the dharna arranged by it remained peaceful without affecting normal functioning of the Bank. Decision of the Bank to regularize absence of the employees by grant of extraodinay leave without pay and allowances not counting for increment is malafide. Such decision was taken to scuttle and curtail genuine trade union activites. It affronts principles of collective bargaining. Claim has been made that the Bank be called upon to review its decision and grant ordinary casual leaves to the members, who participated in the dharna.

5. Claim was demurred by the Bank pleading that the reference made by the Government was entirely misconceived and untenable in law and on facts. Demand raised by the Association was motivated and frivolous. The Bank had not infringed any statutory or contractual right available to the members of the Association. The Association has no locus standi to raise the dispute since it is neither the representative body nor collective bargaining agent for all employess of the Bank. There are around 2600 workmen employees in the Bank, while the Association represents only about 39 employees. All India Industrial Development Bank employees Association and Industrial Development Bank Workers Union are unions operating in the establishment of the Bank. The Association opted not to join the afsaid association or the union when decision was taken to raise the dispute. The agitation staged by the Association disrupted business and operations of the Bank. Members of the Association intentionally refused to work, abandoned work stations and failed to report for duty and disrupted business operations. If such cases are tolerated, it will embolden the erring employees, leading to complete anarchy and blatant violation of norms of work. No case was there in favour of the Association. Dharna organized by the Association amounted to illegal and unjustified strike. However, the Bank adopted a lenient and considerate view

and decided to deduct only proportionate wages on the basis of “No work- No Pay” principle in case of employees who went on dharna. Claim statement deserves dismissal being devoid of merits, pleads the Bank.

6. Vide order No. Z-22019/6/207-IR(C-II), New Delhi dated 30-03-2011, case was transferred to this Tribunal for adjudication by the appropriate Government.

7. On receipt of the case by transfer, notice was sent to the Association by registered post on 19-07-2011 calling upon its General Secretary to put in his appearance on 09-08-2011. Another notice was sent by registered post on 22-09-2011 calling upon the General Secretary of the Association to put in his appearance on 27-10-2011. In the same manner, notice was sent by registered post on 02-05-2012 calling upon the General Secretary of the Association to put in his appearance on 31-5-2012. These postal articles were sent to the Association at its office located at IDBI, IRCS Building, 1, Red Cross Road, New Delhi, the address provided by the appropriate Government in the order of reference. Neither postal articles were received back nor it came to light that the postal services remained affected during the period referred above. Therefore, every assumption lies in favour of the fact that despite service of the aforesaid notices, the Association opted not to put in its appearance before the Tribunal. Not to talk of putting in appearance before this Tribunal, none appeared on behalf of the Association before Central Government Industrial Tribunal No. 2, New Delhi, from 25-05-2009 till the case was transferred to this Tribunal for adjudication, as referred above. Thus, it is evident that the Association had abandoned the proceedings for good. Consequently, this Tribunal proceeded under rule 22 of Industrial Disputes (Central) Rules 1957, vide its order dated 21-08-2012.

8. The Bank tendered affidavit of Shri Narender Kumar as evidence. Since none came forward on behalf of the Association, no opportunity could be accorded to it to purify contents of the affidavit by an ordeal of cross examination.

9. Arguments were heard at the bar. None came forward on behalf of the Association to advance arguments. Shri Shaunak Sharma, authorised representative, detailed facts on behalf of the Bank. I have given my careful consideration to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows :—

10. Shri Narender Kumar swears in his affidavit dated

31-05-2012 to the effect that the Association cannot compel the Bank to pay wages to its members for the period when they did not contribute to the Bank at all. It was appalling to observe that during dharna on 19-11-2007 and December 10-14, 2007, most of the employees of Class III and IV did not perform their duties. Work assigned to them remained seriously affected and it jeopardized efficiency of the Bank in general and New Delhi Branch Office in particular. Earlier in August 2006, the Bank had issued a wage cut notice on ‘No Work- No Pay’ principle. Same notice was issued in November 2007. The Bank had abundantly cautioned the employees about consequences of participating in such dharna, which invariably affects functioning of the branch. In spite of it, the Association resorted to dharna during 10-14 December, 2007. The Bank circulated vide its circular dated 07-01-2008 that proportionate wage cut on ‘No Work- No Pay’ principle would be made, which was justified and well within its jurisdiction. Copy of the circulars dated 02-08-2006 and 7-1-2008 are Ex. DW1/1 and Ex. DW1/2 respectively.

11. Rule 36(2) of the Rules constrains an employee not to absent himself from duties without leave, except in circumstances beyond his control, for which he must tender satisfactory explanation. In case an employee absents himself from duties and fails to tender satisfactory explanation, he shall be liable to disciplinary measures, as deemed fit by the Competent Authority.

12. There exists multiple unions representing workmen employees of the Bank, amongst them two unions, namely, All India Industrial Development Bank Employees Association and IDBI Workers Union have sole right to negotiate with the Bank regarding workmen related issues. The Association is affiliated to Industrial Bank of India Employees Association. When the Association called for dharna programme on November 19, 2007 and December 10-14-2007, it had not given any notice of dharna. The Bank was totally unaware of the fact. During dharna members of the Association resorted to slogan shouting, hurling abuses against the top executives and deliberately resorted to cessation of work amounting to illegal and unjustified strike. The Bank is a public utility service under section 22 of the Industrial Disputes Act, 1947 (in short the Act). The Association resorted to deliberate cessation of work, which was detrimental to the interest of the Bank. However, lenient view was taken when the Bank decided to deduct only proportionate wage on the basis of “No Work- No Pay” principle.

13. In order to appreciate above facts, philosophy of tool of collective bargaining is to be taken note of. By this process of collective bargaining, the labour settle their

dispute with their employer. In that process, the labour resort to strike also to press their demands. Right to strike is a labour's ultimate weapon which has emerged as an inherent right of every worker. It is an element which is the very essence of the principle of collective bargaining. In its struggle between capital and labour, weapon of strike, available to labour, it often used by the labour. There is no doubt that strike is a recognized mode of agitation to press home the demand of the workers in the process of collective bargaining. Though right to go on strike is not raised to the high pedestal of fundamental right under the Constitution yet it has been recognized as mode of redress for resolving grievance of the workers.

14. The Act, does not purport to take away right to strike. Such right has been impliedly recognized by the Act. However, the Act prohibits strike in certain circumstances. Section 10(3), 10A(4A) prohibits continuance of strike while section 22 and 23 of the Act prohibits commencement of strike. Thus, this legal right is circumscribed by the statutory provisions of the Act. Cumulative reading of Section 22 and 23 of the Act makes it clear that strike would be illegal if :

- (1) It is in breach of contract of employment
- (2) Concern is a public utility concern and :
 - (i) notice required by section 22(1) of the Act has not been given, or
 - (ii) it commences during the period of operation of settlement or award in respect of matters governed by that settlement or award, or
- (3) it commences
 - (i) during the pendency of conciliation proceedings before the Conciliation Officer or a Board
 - (ii) within 7 days from the conclusion of the said proceeding, or
- (4) it commences during pendency of
 - (i) adjudication proceedings before the Labour Court, Industrial Tribunal, National Tribunal, or
 - (ii) within two months after conclusion of such proceedings, or
 - (iii) during pendency of arbitration proceedings before the Arbitrator

(iv) within two months after conclusion of such proceedings where notification under sub-section 3(A) of section 10-A has been issued

15. Burden to prove that the strike was resorted to in breach of contract of employment and that the concern is a public utility concern is on the employer. When a person is employed in a public utility concern, section 22 of the Act enjoins upon the person proposing to go on strike to comply with the following requirements:

- a. Notice of the intention to go on strike should be in prescribed manner as required by sub-section (4) of section 22 of the Act. Rule 71 of the Rules requires that notice shall be in Form L
- b. Before date of strike, notice should have been given within six weeks.
- c. Period of 14 days must have elapsed from the date of notice to the date of strike.
- d. Date specified in the notice must have expired on the day of strike.

16. As deposed by Shri Narendra Kumar, the Bank is a public utility concern. No notice was given by the Association to go on strike on 19-11-1997 as well as 10-14 December, 1997. Therefore, dharna programmes of the Association were in contravention of provisions of section 22 of the Act. Dharna was not at all legal and violative of provisions of section 24 of the Act. Thus, it is evident that the dharna scheduled by the Association was illegal. There was no right available to the members of the Association to resort to that dharna.

17. Members of the Association absented themselves from duties with a view to resort to dharna. They submitted leave applications, which applications were considered illegal by the Bank and extraordinary leave without pay and allowances not counting for increment were granted. It is evident that the Bank was within its rights when it decided to deduct proportionate wages on the basis on "No Work-No Pay" principles. No illegality in the act of the Bank has been established. Members of the Association, who participated in relay dharna programmes, are not entitled for grant of casual leaves for 19-11-1997 and 10-14th December, 1997. Their claim in that regard is unfounded. Consequently, claim put forward by the Association is discarded. An award is passed in favour of the Bank and against the Association. It be sent to the appropriate Government for publication.

Dr. R. K. YADAV, Presiding Officer

Dated : 19-02-2013

नई दिल्ली, 4 मार्च, 2013

का.आ. 761.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (आई डी संख्या 7/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-03-2013 को प्राप्त हुआ था।

[सं. एल- 22012/253/2007-आई आर(सीएम-II]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2009) of the Central Government Indus. Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Mahanadi Coalfields Limited, and their workmen, received by the Central Government on 04-03-2013

[No. L-22012/253/2007-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT : Shri J. Srivastava,
Presiding Officer, C.GLT.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 7/2009

Date of Passing Award - 23rd January, 2013

Between :

1. The General Manager, Hingula Area,
Talcher, Mahanadi Coalfields Limited,
PO. N.S. Nagar, Bharatpur,
Augul.

2. The Project Manager, Hingula Area,
Talcher, Mahanadi Coalfields Limited,
PO. N.S. Nagar, Bharatpur,
Augul.

... 1st Party-Managements.

(And)

The Secretary, Talcher Coal Mines Employees
Union, Po. South Balandia, Talcher,

Augul. ... 2nd Party-Union.

Appearances :

Sri Sritam Das, For the 1st Party-
Dy. Manager (Pers.) Management No. 1 and 2.

None. For the 2nd Party-Union.

AWARD

This reference has been sent to this Tribunal by the Government of India in the Ministry of Labour for adjudication of an industrial dispute existing between the employers in relation to the management of Mahanadi Coalfields Limited, and their workmen exercising powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide letter No. L-22012/253/2007-IR (CM-II), dated 17-02-2009 in respect of the following matter.

“Whether the action of the management of MCL, Hingula Area in not conducting medical board for years together thereby affecting the privilege of bonafide medical unfit case to get employment benefit to their family members is legal and justified? To what relief are the workmen entitled”?

2. The 2nd party-Union in its statement of claim has alleged that as per decisions of NWVAs, the workers having more than two years service left, if found unfit on medical ground, can avail of the benefit of getting appointment of their dependants in MCL in their place. But the 1st Party-Management has not been taking any timely action to hold medical boards for determining unfit cases of the affected persons. As a result, a good number of workers are being deprived of availing of such facilities or privilege. The 2nd party-Union has been pressing hard time and again to the 1st Party-Management to hold such Medical Boards at least twice a year, but the Management is considering these cases at his will. Sometimes such Medical Board is held once in three years and sometimes once in a year. This irregular practice is causing loss to the eligible workers by way of losing their jobs due to ill health and also by not getting their dependants employed in their place. On not acceding to the request of the 2nd Party-Union by the Management, the former filed the dispute before the conciliation authorities, but on failure of the conciliation proceedings, the matter was referred to this Tribunal for adjudication.

3. The 1st Party-Management has replied in its written statement that the employees who are less than 58 years of age and are suffering from cancer leading to permanent disability, leprosy complicating with deformities, paralysis of permanent nature, heart attack, total blindness of both eyes and kidney failure and are

found medically unfit by the Apex Medical Board of the company to perform their normal duties, can get employment to one of their dependants in their place. It has been denied that no timely action is being taken by the Management of Hingula Area of MCL in this regard. The area-wise status of employment of the dependants of medically unfit employees of Kalinga area, now named as Hingula area from 2006 to 2010 is given in Annexure-A of the written statement. In Chapter - IX with heading "Social Security" of National Coal Wage Agreement-VIII it has been clearly mentioned that the provisions for providing employment to dependants of the employees who are declared medically unfit will be operative till a revised scheme is jointly prepared keeping in view the various verdict of the Hon'ble Supreme Court. Hence the demand of the 2nd Party-Union for holding of Medical Boards at least two times in a year is unjust and unacceptable being devoid of merit.

4. On the pleadings of the parties following issues were framed.

ISSUES

1. Whether the action of the Management of MCL, Hingula Area in not conducting medical board for years together thereby affecting the privilege of bona fide medical unfit case to get employment benefit to their family members is legal and justified ?
2. To what relief the workmen are entitled ?

5. After settlement of issues the 2nd Party-Union was directed to adduce its evidence on the date next fixed, but the 2nd Party-Union chose to remain absent on several dates thereafter as a result of which no evidence was adduced by the 2nd Party-Union.

6. The 1st Party-Management has filed sworn affidavit of Shri Ajit Kumar Parija, Senior Manager (Personnel), Hingula O.C.P., Hingula Area supporting the case of the 1st Party-Management. It also filed certain documents, but those were not proved in evidence and exhibited.

FINDINGS

ISSUE NO.1

7. The 2nd Party-Union has not filed or adduced any evidence in support of its contention that the 1st Party-Management has not been conducting Medical Board for years together thereby affecting the privilege of bona fide medically unfit employees to get employment benefit to their family members. On the other hand the 1st Party-Management has alleged that it has been conducting Medical Board for medically unfit cases of its employees regularly as per Agreement. It has filed Annexure-A with

its written statement in which area-wise break up of employment given to the dependants of the medically unfit employees of Hingula Area from the year 2006 to 2010 has been shown. In Para-4 of its written statement the 1st Party-Management has stated that medical examination of an employee is done by the company doctors at the time of joining and each employee has to undergo periodical medical examination at every five year's interval till he attains the age of 45 years and after that the medical examination is conducted at every three years till the employee attains the age of 60 years. These allegations fixed support from the averments made in the sworn affidavit of Shri Ajit Kumar Parija, Senior Manager (Personnel), Hingula OCP, Hingula Area. No evidence to discard the averments made in the affidavit is on record. Hence there is no reason to disbelieve the averments made in the affidavit of Shri Parija. The 2nd Party-Union has neither referred to nor filed any agreement or rule or regulation providing for holding of Medical Boards twice in a year for medically examining cases of unfit employees. Therefore the alleged action of the management of MCL, Hingula Area in not conducting Medical Board for years together can neither be put in question nor can be held true. Therefore this issue is decided against the 2nd Party-Union.

ISSUE NO.2

8. Since the 2nd Party-Union has miserably failed to prove or even make out a case for holding that the Management of MCL, Hingula Area has not conducted medical board for years together so as to deny the privilege of getting employment to the family members of medically unfit employees in their place, the workmen are not entitled to any relief.

9. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 762 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (आई डी संख्या 19/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-03-2013 को प्राप्त हुआ था ।

[सं. एल- 22012/14/2010-आई आर(सीएम-II)]
बी. एम. पटनायक, डेर्स्क अधिकारी

New Delhi, the 4th March, 2013

S. O. 762 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 19/2010) of the Central Government Indus. Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Hingula Area of MCL, and their workmen, received by the Central Government on 4-03-2013.

[No. L-22012/14/2010-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR

PRESENT : Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 19/2010

Date of Passing Award - 31st January, 2013

Between :

The Chief General Manager,
Hingula Area of MCL,
P.O. N. S.Nagar, Talcher,
Angul.

... 1st Party-Management

(And)

The Divisional Secretary,
INMOSSA, MCL Zone,
At. Central Colony, Sector-16,
Block - 6, PO. Balandia,
Angul.

... 2nd Party-Union

Appearances :

Shri Sritam Das,
Dy. Manager (Pers.) For the 1st Party-
Management.

Shri S. D. Choudhury,
Divisional Secretary For the 2nd Party-
Union.

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the management of Hingula Area of MCL and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-22012/14/2010-IR (CM-II), dated 28-10-2010 in respect of the following matter :—

Whether INMOSS Association is entitled to raise

industrial dispute in respect of their members who are drawing more than Rs. 1,600 p.m. as Supervisory staff? If yes, whether the 26 points of charter of demands submitted by the Association dated 27-09-2008, as per provisions of the I.D. Act is legal and justified on the disputes which are deemed as industrial disputes as per provisions of the I.D. Act and do not fall within the prerogative of the employer is legal and or justified? To what relief is the concerned association entitled?

2. The 2nd Party-Union has submitted its claim statement in the shape of charter of demands seeking an advisory from this Tribunal for redressal by the Management. The charter of demands, which was given to the management has raised certain issues before the management with points of justification underneath. It will be needless to recite all those issues/demands herein as most of the demands/issues raised, do not strictly come within the definition of an "industrial dispute".

3. The 1st Party-Management filed its written statement dealing with point by point demands of the 2nd Party-Union. But it has raised a preliminary objection that all the members of the INMOSSA are drawing wages more than the stipulated wages under the Act and their jobs are of supervisory nature. Therefore they are not covered under the definition of "workmen" as per Section 2(s) of the Industrial Disputes Act. It has requested the Tribunal to reject the claim of the 2nd Party-Union.

4. Considering the pleadings of the parties following issues were framed.

ISSUES

1. Whether the INMOSS Association is entitled to raise industrial dispute in respect of their members who are drawing more than Rs. 1,600 p.m. as Supervisory staff ?

2. If yes, whether the 26 points of charter of demand submitted by the Association dated 27-9-2008, as per provisions of the I.D. Act is legal and justified on the disputes which are deemed as industrial disputes as per provisions of the I.D. Act and do not fall within the prerogative of the employer is legal and/or justified?

3. To what relief is the concerned association entitled to?

5. The 2nd Party-Union has declined to adduce any oral evidence, whereas the 1st Party-Management has produced sworn affidavit of Shri Ajit Kumar Parija, Senior Manager (Personnel) Hingula OCP, Hingula Area of MCL in evidence, but no cross-examination was done on behalf of the 2nd Party-Union as the authorized

representative of the 2nd Party-Union did not turn up on the date fixed for cross-examination of the management witness.

ISSUE NO.1

6. The 1st Party-Management has raised an objection that members of the INMOSSA, being placed in supervisory cadre and getting more than the stipulated wages under the Industrial Disputes Act, do not come with the definition of the workman. Hence the Act does not apply to them. But the objection of the 1st Party-Management is not sustainable in view of the fact and law that the workman getting wages upto Rs. 10,000 per month and being in supervisory cadre is covered under the definition of the workmen as per clause (s) of Section (2) of the Industrial Disputes Act. The 1st Party-Management has not disclosed as to who of the members of INMOSSA is/are getting salary of more than Rs. 10,000 per month. As such the INMOSS Association is entitled to raise industrial disputes in respect of their members covered under the definition of "workman" under the Industrial Disputes Act, 1947. Issue no. 1 is thus decided in the affirmative and against the 1st Party- Management.

ISSUE NO.2

7. The 26 points of charter of demand submitted by the 2nd Party-Union before the Management has to be seen vis-a-vis the point-wise reply given by the 1st Party-Management in its written statement.

8. On casting an eye on the charter of demands put forward by the 2nd Party-Union it seems that most of them are likened to be fulfilled in a model way of working. It is not clear as to whether these demands are cast as a matter of right on the Management and the Management is obliged to fulfil them. The reply submitted by the Management shows that most of the demands are in process of being fulfilled or at the stage of consideration before some other authority. It also transpires that most of the grievances of the Association/2nd Party-Union have been redressed from time to time, details of which have been given in the written statement. Some of the demands are related to safety measures and norms which are guided by statutory regulations and controlled by the Director General of Mines Safety. The demands are also of generalized nature and not specific. The 2nd Party-Union has not cited or submitted any such regulation or statutory provision under which their demands are needed to be fulfilled by the management and if not fulfilled they can be redressed and enforced under law. The demands may be justified in a model state of affairs, but they are to be guided and regulated by some regulatory norms and also within limited sources vested in the Management. Therefore all these demands do not constitute an industrial dispute and cannot be legally enforced barring a few, for fulfillment of

which the Management is striving at its level. It can therefore be deduced from the facts of the case that the demands raised fall within the prerogative of the Management and it is up to it to resolve these demands within their authority and power considering its financial and administrative competence. The specific instance wherever has been raised in the charter of demand that has been looked into by the Management and necessary steps have been taken to fulfil that. It was the duty and responsibility as well as the onus of the 2nd Party-Union to prove that the demands raised do fall within their right and the Management is obliged to fulfil them as per rules and regulations. It is to be recalled here that the "Works Committees" are formed in an industrial establishment where hundred or more workmen are engaged with equal number of representatives of employer and employees to look after the welfare measures of the workmen and also to promote measures for securing and preserving amity and good relation between the employer and workmen and to that end, to comment upon matters of their common interest or concern and endeavour to compose any material difference or opinion in respect of such matters.

9. In view of all these considerations the demands raised by the 2nd Party-Union cannot be legally justified and even constitute an industrial dispute. This issue is accordingly decided against the 2nd Party-Union.

ISSUE NO.3

10. In view of the findings recorded above the concerned Association/Union is not entitled to any relief.

11. Reference is answered accordingly.

JITENDRA SRIVASTAVA, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 763 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, असनसोल के पंचाट (आई डी संख्या 15/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-03-2013 को प्राप्त हुआ था ।

[सं. एल- 22012/200/2004-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 763 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2005) of the Central Government Indus. Tribunal-cum-Labour

Court, Asansol as shown in the Annexure, in the industrial dispute between the management of M/s Eastern Coalfields Limited, and their workmen, received by the Central Government on 04-03-2013

[No. L-22012/200/2004-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Sri Jayanta Kumar Sen, Presiding Officer

REFERENCE NO. 15 OF 2005

PARTIES : The management of Belbad Colliery, M/s. ECL, Burdwan (WB)

Vs.

The Asstt. Secy., CMSI, Raniganj (WB)

REPRESENTATIVES:

For the management : None

For the union (Workman) : None

INDUSTRY: COAL

STATE: WEST BENGAL

Dated - 29-01-13

AWARD

In exercise of powers conferred by clause (d) of sub-section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its Order No. L-22012/200/2004-I.R.(CM-II) dated 23-03-2005 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Belbad Colliery under Kunustoria Area of M/s. Eastern Coalfields Limited in regularizing S/Sh. Utpal Banerjee and 7 others(list enclosed) in Clerical Grade in which they have been deployed is legal and justified? If not, what relief the workmen concerned are entitled to and from which date?”

Having received the Order of Letter No. L-22012/200/2004-I.R.(CM-II) dated 23-03-2005 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 15 of 2005 was registered on 12-04-2005 and

accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record, it has been found that a petition dated 27-01-2011 has been filed on behalf of the workman praying therein for passing a “No Dispute Award” as the workmen are no more interested to proceed with the case. As such, the case is closed and accordingly an order of “No Dispute Award” is hereby passed.

ORDER

Let an “Award” be and the same is passed as “No Dispute” existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 764.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (आई डी संख्या 114/07) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-03-2013 को प्राप्त हुआ था ।

[सं. एल- 22012/277/2007-आई आर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 764.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 114/07) of the Central Government Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Western Coalfields Limited, and their workmen, received by the Central Government on 04-03-2013.

[No. L-22012/277/2007-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/114/07

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

General Secretary,
Sanyukta Koyla Mazdoor Sangh (AITUC),
CRO Camp, eklehra,
Distt. Chhindwara

Workman/Union

Versus

Chief General Manager,
Western Coalfields Ltd.,
Kanhan Area, PO Dungaria,
Chhindwara

Management

AWARD

Passed on this 14th day of February 2013

1. As per letter dated 20-11-07 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal as per Notification No.L-22012/277/2007-IR(CM-II). The dispute under reference relates to :

“Whether the action of the management of WCL in dismissing Shri Attaralal S/o Shri Jhanaklal w.e.f. 25-9-06 is legal and justified? If not, to what relief is the workman entitled?”

2. After receipt of reference, notice was issued to the parties. Samyukta Colliery Mazdoor Sangh representing the workman submitted statement of claim at page 3 of record. The brief case of the 1st party workman is he was working as Trammer, Token No. 3401 at Ambara colliery. He was appointed on 1st January 1987. He was continuously working since his appointment. For 15-16 years he was working as Trammer. The IIInd Party management issued charge sheet no. 1567 on 24-10-05. That the 1st party workman had given intimation about his absence from duty to the management. A letter was given to workman for the departmental enquiry. The Ist party workman was present in the enquiry proceeding except on one occasion. He was granted permission to be represented by the co-worker in the domestic enquiry. The Ist party workman had produced document of his fitness. The documents were admitted by the IIInd party management. That the enquiry initiated against the workman was bogus as it was initiated towards unauthorized absence on 3-2-2006. The management was satisfied about his absence from duty of the earlier period. Workman is dismissed from service for his absence from duty in the past is illegal. The Enquiry Officer has signed report on 26-3-05 whereas the copy served on the 1st party is of 26-3-2006. On above grounds, the 1st party workman prays for setting aside order of dismissal and reinstatement with back wages.

3. Management filed Written Statement at page 20 to 24. The management denied all material contention of the 1st party workman. That WCL is owned by Govt. of India having Hqr. at Nagpur. The employees are provided

free accommodation and other facilities including free medical treatment. There is a central hospital for employees working in Pench and Kanhan Area at Burkui near Junnardeo. Workman is given sick leave till he is declared medically fit. Serious cases are referred to specialized hospital at metro cities and entire expenses are incurred by the company. Workman in this case was working as Trammer in Bhavani Incline of Ambara Colliery. The IIInd party has shown working days of 1st party as 28 days in the year 2003 and details of the fitness during the period 2001 to 2003. The documents were produced in enquiry and collectively marked as Annexure M-3. After conducting enquiry, the charges against workman are proved the enquiry papers were placed before Competent Authority after satisfaction that enquiry was conducted according to law and principles of natural justice showcause notice was issued to 1st party on 23-6-2006. The workman not submitted satisfactory explanation therefore service of 1st party workman was terminated vide order No. 1802 dated 25-9-06. The management submitted that the enquiry was conducted as per rules following principles of natural justice. Charges of unauthorized absence from duty are proved by the evidence in domestic enquiry. The punishment is not disproportionate. There is no merit in the reference.

4. Considering pleadings between the parties, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of WCL in dismissing Shri Attaralal S/o Shri Jhanaklal w.e.f 25-9-06 is legal and justified?	Dismissal of Ist Party workman is illegal and punishment is disproportionate
(ii) If not, to what relief is the workman entitled?”	Ist party workman is entitled to reinstatement with 20 % back wages.

REASONS

5. The legality of the dismissal of 1st party workman Shri Attaralal s/o Jhanaklal w.e.f. 25-9-06 is in dispute. The management contents that the charges of unauthorized absence of the workman are proved from the evidence in domestic enquiry. The enquiry was conducted as per rules following principles of natural justice. The document M-1 to M-6 produced by the management are in respect of notices issued about absence of workman from duty, charge sheet and enquiry proceedings, attendance chart, fitness certificate.

6. The 1st party workman not adduced evidence. The case is proceeded ex parte against him on 4-4-2012.

7. IIInd party management filed affidavit of its witness Shri Satish Kumar Dubey. The witness was not cross-examined on behalf of workman. Evidence of witness Satish Kumar Dubey is consistent with pleadings in the Written Statement that the employees working in the coal mine are provided treatment in Burkui Hospital. As per Standing Orders, if employees fell sick he has to report the colliery doctor who issue the sick certificate. The workman is granted sick certificate till he joined duty. In para-5 of his affidavit, the working days of Ist party workman are shown. He had worked 28 days in the year 2003 and 39 days in the year 2004. The date of hearing of the enquiry proceeding are stated in Para-6. In para-8 the dates of fitness of Ist party workman during the year 2001 to 2003 are given. The Disciplinary proceedings were initiated on 24-10-2005. Enquiry was conducted following principles of natural justice.

8. The Ist party workman has not adduced any evidence that he was denied any opportunity in enquiry. The documents produced on record are considered. The workman was granted fitness certificate till the year 2004. Therefore said period cannot be said unauthorized absence.

9. The chargesheet Annexure M -1 issued to the 1st party workman referred his absence from duty from 16-9-05 till the service of charge sheet was misconduct as per standing order Clause 26.30. Workman has not specifically denied his absence from duty during the said period. The absence from duty of workman has been established from the evidence in enquiry proceeding. The finding does not call for interference. 1st party workman is proceeded exparte. Counsel for IIInd party management submitted that the workman working as Trammer was habitual absentee. His attendance was poor and therefore the dismissal of 1st party workman does not call for interference.

10. Copy of standing order of WCL is made available to me. Standing order Clause 26.30 deals with absence from duty without sanctioned leave or sufficient cause or overstaying beyond ten days after sanctioned leave. Under Clause 27.1 of the standing order, different punishments are provided-

- (a) Warning, reprimand, censure,
- (b) Fine,
- (c) Suspension without wages for a period not exceeding ten days
- (d) Stoppage of increment without cumulative effect
- (e) Stoppage of increment with cumulative effect
- (f) Demotion to a lower stage or a lower grade in time scale
- (g) Removal/discharge from service
- (h) Dismissal from service

11. The Competent Authority has not discussed why

only punishment of dismissal was imposed on the workman for his absence from duty. Since 16-9-05 till the service of charge sheet i.e. 24-10-05. The period of unauthorized absence from duty is very short. The punishment of dismissal of workman for said absence cannot be said justified. It is shockingly disproportionate and requires interference.

12. The question arises what other punishment should be imposed. The documents produced on record shows that the workman was suffering from illness during the year 2001 to 2004 repeatedly his attendance was very less. It appears that the workman remained absent because of similar reasons but after he recovers from illness and is fit for his duties, the order of dismissal cannot be sustained. It deserves to be set aside. Considering the past illness of workman, he remained absent for long period, in my considered view, 20 % back wages would be appropriate. The denial of 80 % back wages itself would be sufficient punishment for his absence from duty. For above reasons, I record my finding on Point No.1 as Dismissal of 1st party workman is illegal and punishment is disproportionate. I hold, in the result, I pass the following award-

“ The reference is partly allowed. Dismissal order dated 25-9-06 of workman is set aside. The workman is reinstated with 20 % back wages.”

R. B. PATLE, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 765.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (आई डी संख्या 302/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-03-2013 को प्राप्त हुआ था ।

[सं. एल- 22012/241/1999-आई आर (सीएम-II)]

बी. एम. पटनायक, डेर्स्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 765 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 302/1999) of the Central Government Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SECL and their workman, received by the Central Government on 04-03-2013

[No. L-22012/241/1999-IR(CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/302/99

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

Working President,
Madhya Pradesh Koyla Shramik Sangh (CITU),
Vill & PO Bankimogra,
Distt. Korba
Korba (MP)

....Workman/Union

Versus

The Sub Area Manager,
SECL, Manikpur colliery,
Distt. Korba (MP)

....Management

AWARD

Passed on this 13th day of February, 2013

1. Present reference is received vide letter dated 8-9-99 from Government of India, Ministry of Labour, New Delhi as per Notification No. L-22012/241/99/IR(CM-II). The dispute under reference is whether the action of the Manikpur Colliery of south Eastern Coalfields Ltd., Distt. Korba (MP) in not accepting the date of birth of Shri A.Lighori, Sr. Dumper as 5-3-98 is justified ? If not, to what relief is the workman entitled?

2. After notice, the Union through President submitted his Statement of claim. The brief case of the workman is that his date of birth is 5-3-38. However management retired him treating his date of birth as 31-1-36. As such retirement of workman was premature. In the Identity Card issued to workman for the post of Dumper, the date of birth is mentioned as 5-3-1938. The employer would have treated the said date of birth for his retirement. The workman has submitted his Transfer Certificate of St.Joseph Primary School in which his date of birth was recorded as 5-3-38. He has also submitted affidavit. One IOD slip was also produced by the workman in support of his date of birth. The birth certificate was supplied by the applicant on 31-10-1995.

3. The department issued a document dated 17-7-87 wherein his service particulars were provided. The date of birth of workman was shown as 31-1-36. There was a column

of employees protest in case the entries of document were erroneous. The applicant had submitted objection wherein date of birth was 5-3-38 but the management did not decide it wherein workman was retired premature. He further submitted that the date of birth was recorded in Identity Card. That Instruction No. 76 is not implemented by the management. His date of birth is not accepted. That he retired maturely. His retirement on the basis of date of birth as 31-1-1936 is unjustified. That workman was entitled to work till the date of normal superannuation by treating his date of birth as 5-3-1938.

4. The management opposed the claim of the workman/Union by filing Written Statement dated 4-12-2003. There was no merit in the case raised by the Union. Management denied that the workman was wrongly retired on 31-1-36. According to the management, on completion of 60 years, the workman was retired as per the date of birth recorded in Service Sheet. The Service Sheets are maintained as per the provisions of Mines Act. The contention of the union that the date of birth of workman was 5-3-38 is denied. The service excerpts was provided to the workman wherein date of birth was recorded as 31-1-1936. He had requested for its correction that it was 1938 submitting School Leaving Certificate. The dispute was referred after Failure of Conciliation. The management further submits that the date of birth of workman was recorded in Service Book on the basis of certificate produced by the workman at the time of his initial appointment. The certificate was issued by George "D" souza HSFS Vicar General Diocese of Amravati issued on 9th Sept., 1957. The management prayed for rejection of the reference.

5. Rejoinder is filed by workman restating that his date of birth is 5-3-38 which was wrongly written as 31-1-36. As per the date of birth of the applicant i.e. 5-3-38, he would have been retired on 5-3-1998. The workman had categorically mentioned in Form "C" that his date of birth was 5-3-38. The management violated the provisions of Instruction No. 76.

6. Considering the pleadings between the parties and facts of the case, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) whether the action of the Manikpur Colliery of south Eastern Coalfields Ltd., Distt. Korba (MP) in not accepting the date of birth of Shri A.Lighori, Sr. Dumper as 5-3-98 is illegal ?	In negative
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(ii) If so, relief to the workman	Workman is not entitled to any relief.
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From the pleadings between the parties, the dispute is about the date of birth of workman. As per the management date of birth of workman Laghori was recorded in Service Record as 31-1-1936. The workman claims that his date of birth recorded in School Certificate is 5-3-38. Workman filed affidavit of evidence (13/4). He has stated on oath that his date of birth recorded in the School Leaving Certificate is 5-3-38. He has produced certain documents referred in his affidavit. In Identity Card, School leaving Certificate, his date of birth was recorded as 5-3-38. He had received excerpts of his service. He had submitted objection on 17-7-87 claiming that his date of birth was 5-3-38.

7. Workman in his cross-examination says that he received education upto 7th standard. In 1956 he appeared Board Exam of 7th standard. He received education in St Joseph School. He was appointed as workman on 10-3-67 in NCDC as Driver. His service register was prepared in NCDC as Driver. His service register was prepared in NCDC. Document M-1 is not the said register. Its contents are incorrect. It does not appear as thump impression. In his further cross-examination, workman says that he had produced Driving Licence at the time of his initial appointment. He don't know whether his age was written on Driving Licence or not. In his further cross-examination, workman says while writing service register, he told his date of birth as 31-1-1936. He submits that he dont know whether his Form B was prepared or not. He received service excerpts in the year 1987. He objected for his date of birth. After his objection, the dispute of his date of birth was not referred to Age Determination committee. That in 1995, he appeared before ADC but his grievance was not considered. He denied that the documents produced by him were of his brother. He has produced transfer certificate before ADC. He was not given intimation of the ADC report.

8. The management filed affidavit of evidence of Shri A.S.Adhikari , his evidence is in record that date of birth of the workman was 31-1-36 as per the Form "B". The dispute was referred to ADC but the claim of workman about his date of birth was not accepted. In his cross-examination, management's witness in his cross-examination says that the workman had raised objection about the date of birth. The question was referred to ADC having 2 doctors including CMO. He was unable to tell whether the workman was examined by the doctors.

9. The documents produced by the management. Copy of Form B finds date of birth of workman recorded as 31-1-36 (Annexure M-1). Annexure M-4 is copy of Instruction No. 76. Clause A(ii) related to Non-Matriculation

but educated provides that in the case of appointments who have pursued studies in a recognized educational institution, the date of birth recorded in the School Leaving Certificate shall be treated as correct date of birth and the same will not be altered under any circumstances.

10. Workman/Union are contending that above Instruction has been violated by the management by not accepting date of birth recorded in School Certificate. Workman produced zerox copies of Identity Card, School leaving Certificate, Transfer Certificate. In these documents, date of birth is recorded as 5-3-38 whereas in Form B , date of birth of workman is recorded as 31-1-36. The zerox copy of service particulars is produced on record. However workman has not examined concerned witness from the School who had taken entries of his date of birth at the time of admission in the school. Merely production of zerox copy cannot be said as the proof of date of birth of workman to be 5-3-38.

11. In present case, Shri Shashi, Advocate submits that alteration in the date of birth of workman cannot be allowed at the fag end of his service. In support of his argument, reliance is placed in the case of Union of India Vrs. Harnam Singh reported in (1993)2 Supreme Court Cases 162. Your Lord of the Apex Court dealing with alteration of date of birth and question of retirement upheld that alteration sought in 1991 by respondent 35 years after his induction into the service in 1956 during which period he had several occasions to see the service book but raised no objection regarding his date of birth, held, cannot be allowed in view of unexplained and inordinate delay."

12. Next reliance placed on G.M.Bharat Coking Coal Ltd. Vrs. Shib Kumar Dushad and others reported in AIR 2001 SC Page-72. Your Lordship dealing with the correction of date of birth in service record long after joining service, particularly when employee is on verge of retirement cannot be accepted. Interim order issued by Court in such cases has chain reaction in as much as it mars chances of promotion of juniors."

13. I have carefully gone through the facts and issues held in this case. The facts of the present case are not comparable as after excerpts of the service record is served on the workman in 1987, he had taken objection contending that his date of birth was 5-3-38. The said objection was not decided till the retirement of the workman i.e. 30-1-96. The said question was referred to Age Determination Committee and the order was passed by ADC on 29-2-96 subsequent to the retirement of workman. The claim of workman Lighori at Sl.No. 13 was not accepted by ADC as it was not found within purview of clause 1 of Instruction No. 76. The said finding of ADC cannot be said valid. Clause-2 of Instruction No. 76 relates to the workman

receiving education of non-matriculation. The workman in present case had received education upto 7th standard. I am inclined to accept date of birth claimed by workman as any witness who recorded his date of birth at the time of admission is not examined. Merely production of zerox copy of transfer certificate cannot prove his date of birth. I have carefully gone through the documents. In Annexure M-1, the place of residence of the workman is shown as Nagpur City, Arch Bishop's House whereas zerox copies of the School Leaving Certificate produced by applicant (14/3) shows that workman received education in St. Joseph Primary School, Paraghat. It is zerox copy of the duplicate obtained in the year 1995. The evidence of workman is silent how he received education at Paraghat when he was resident of Nagpur. For reasons discussed above, claim of the workman cannot be accepted. Therefore I record my finding on the Point No.1 in negative. In Point No.2, workman is not entitled to any relief as prayed.

R. B. PATLE, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 766 .—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 27/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2013 को प्राप्त हुआ था ।

[सं. एल-22012/219/2006-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 766.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2007) of the Central Government Industrial Tribunal -cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, which was received by the Central Government on 4-03-2013.

[No. L-22012/219/2006-IR (CM-II)]
B. M. PATNAIK, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT,
LUCKNOW**

PRESENT

Dr. MANJU NIGAM, PRESIDING OFFICER

I. D. No 27/2007

L-22012/219/2006-IR(CM-II) dated 3-7-2007

BETWEEN

The State Secretary,

Bhartiya Khadya Nigam Karmchari Sangh,
DC/3V, Vibhuti Khand
Gomti Nagar, Lucknow

AND

The Sr. Regional Manager
Food Corporation of India
DC/3V Vibhuti Khand
Gomti Nagar, Lucknow

AWARD

1. By order No. L-22012/219/2006-IR (CM-II) dated 3-07-2007, the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, DC/3V, Vibhuti Khand, Gomti Nagar, Lucknow and the Sr. Regional Manager, Food Corporation of India, DC/3V, Vibhuti Khand, Gomti Nagar, Lucknow for adjudication.

2. The reference under adjudication is:

"WHETHER THE ACTION OF THE MANAGEMENT OF FOOD CORPORATION OF INDIA IN NOT GRANTING SENIORITY NOS. BETWEEN 1665 (S/SRI RAJENDRA) AND 1666 (AYODHYA PRASAD SHUKLA) TO THE WORKMEN NAMELY S/SRI BEHARILAL, PARSU RAM, LAXMI NARAIN AND MOOL CHAND IN THE SENIORITY LIST AS ON 31-12-1985 AND SUBSEQUENT NON-GRANT OF SELECTION GRADE TO THEM FROM 01-12-1989 IS LEGAL AND JUSTIFIED? IF NOT, TO WHAT RELIEF ARE THE WORKMEN ENTITLED?"

3. The case of the workmen is that all the four workmen were sponsored by Employment Exchange along with other in Jhansi and similarly in whole of UP Region of Food Corporation of India during 1977. The interview of the workmen was held on 18-8-1977 in Jhansi alongwith other candidates. That the Employment Exchange, Jhansi

sent two lists of candidates who were interviewed and successful candidates were selected by a committee of four officers. The similar process was done in other District Offices in UP region of Food Corporation of India. The union stated that the names of workmen are in the regional seniority list of watchman/messenger/shifter/safaiwala of Food Corporation of India, UP region as on 31-12-1985 as Behari Lal (SC) 1801, Parsu Ram (SC) 1803, Laxmi Narain (SC) 1805 and Mool Chand (SC) 1808 all the above workmen were interviewed on 18-8-1977. The above mentioned workmen was selected in the interview held on 18-8-1977 and appointed as watchman vide offer of appointment letter dated 25-8-1977 and 26-8-1977 (paper no. 6/1 to 6/4) The workman union stated that the opposite party no. 1 published a consolidated regional seniority list of watchmen/messenger/shifter/safaiwala of Food Corporation of India UP region as on 31-12-1985 treating all the employees of various Cadres as one cadre. It is further stated that the seniority has been taken from the date of selection but in the case of workmen date of selection has not been mentioned with malafide intention. It is well settled that the seniority is to be fixed from the date of selection. The workmen at seniority no. 1665 Sri Rajendra Prasad was selected on 25-7-1977 workman at seniority number 1666 Sri Ayodhya Prasad Shukla was selected on 18-8-1977. While the applicants workman were selected on 18-5-1977. As such their names ought to have been between seniority no. 1665 and 1666 instead of 1801. Sri Beharilal 1803 Sri Parsu ram, Sri Laxmi Narayan 1805 Sri Mool Chand. The rule in FCI to grant selection grade is to those who have completed 12 years of service in one grade. The workmen were appointed in the year 1977 as such they were entitled for selection grade w.e.f. 01-12-1989. Accordingly the workman union has prayed that Hon'ble Tribunal to direct the management of Food Corporation of India to grant seniority number to the workmen in between 1605, Sri Rajendra Singh and 1666, Sri Ayodhya Prasad deleting the names of the workmen at 1801, 1803, 1805 and 1808 alongwith all consequential benefits of service from 1-12-1989 along with his Juniors.

4. The opposite party filed its written statement, denying the claim of the workman; wherein it has been submitted that the workmen was appointed as adhoc class IV employees in the year 1977 in their respective districts as per norms, system and procedure of the department. The selection process was conducted through out UP in Food Corporation of India and seniority has been reckoned from the date of selection except in above named workmen which is violation of Article 14 and 16 of the Constitution. It is stated that seniority list of watchman, shifter/safaiwala

and Mess (D) has been published as combined list. The date of joining of the workmen mentioned in the list as 1-1-1978 and the seniority of the workmen will be count since then. The appointment letter has been issued in favour of the workmen and other class IV employees vide order dated 5-5-1978 (paper No. 10/5). The workmen were regularly appointed on their post on 1-1-1978 as mentioned order dated 5-5-1978 and seniority in was maintained by the management since the date of their regular appointment. In the seniority list dated 31-12-1985, the date of joining of the applicant's workman was mentioned as 1-1-1978 and management has maintained their seniority as per norms and regulation of the Food Corporation of India. The management has further stated that seniority is to be fixed from the date of selection for the regularly appointed employees not for the adhoc appointed employees. The workmen were regularly appointed from, 1-1-1978 as per order dated 5-5-1978. It is further stated that the selection of Sri Rajendra and Sri Ayodhya Prasad is 18-7-1977 and 25-8-1977 respectively and they were placed at sl.no. 1665 and 1666. The date of selection of the applicants on adhoc basis is 19/21-11-1977 and they have been placed at sl.no. 1801, 1803, 1805 and 1808 in the seniority list dated 31-12-1985 on the basis of their regular appointment on 1-1-1978 as per order dated 5-5-1978. The workmen have been properly placed in the seniority list as per norms and rules of the Food Corporation of India. The management of FCI stated that as per rules the workmen have already granted selection grade vide this office order No. Estt.1 (Selection Grade)/Cat.IV Vol.II/03/681 dated 22/7.4-8-2004. As such the claim statement is liable to be rejected and workmen are not entitled to any relief whatsoever.

5. The workman union has filed its rejoinder on 10-12-2008; wherein he has not brought any new fact apart from reiterating the averments already made by him in his statement of claim. On 12-12-2008 an application C-12 for summoning the documents was filed by the workman and 16-01-2009 was fixed for objection & disposal. On 6-4-2009 the opposite party filed application and filed certain documents through application C-13. Opposite party has not mentioned any thing regarding documents not submitted by them as required by application C-12 and next date was fixed 1-5-2009. On 1-5-2009 Hon'ble Tribunal ordered the workman union to file an affidavit by 13-7-2009. On 13-7-2009 workman union sought time to file the affidavit then 3-8-2009 was fixed. On 3-8-2009 workman union filed affidavit C-14 and 7-9-2009 was fixed. On 7-9-2009 Hon'ble Tribunal ordered to the representative of the management to file the documents if available and 12-10-2009 was fixed for workmen evidence. On 12-10-2009 the management representative filed application C-15

alongwith four documents and 30-11-2009 was fixed. On 30-11-2009 for workman evidence Hon'ble Presiding Officer on leave hence case was fixed on 15-2-2010. Thereafter 15-2-2010, 26-4-2010, 18-5-2010, 9-7-2010, 24-9-2010, 23-9-2010, 19-10-2010, 7-12-2010, 17-1-2011, 15-2-2011, 4-4-2011, 18-4-2011, 26-5-2011, 22-7-2011, was fixed for workman evidence. But when the evidence was not filed by workman 16-9-2012 was fixed for opposite party evidence. On 16-9-2011 an endorsement was made by FCI management that evidence has already been filed earlier and further there, is no requirement on behalf of management. Consequently 3-1-2012 was fixed for argument. 3-1-2012, 23-1-2012 was fixed. The date an authority of Wakeel Ahmad Khan was filed on behalf of opposite party and time was sought for argument 26-4-2012 was fixed. Thereafter 21-6-2012, 13-8-2012, 8-10-2012 and 5-12-2012 were fixed but none turned up from either side to argue. Even workman union has not turned up to put forward its case. Consequently the case was reserved for award considering the long pendency of the case and reluctance of the workman to pursue the case.

6. It is the case of workmen that they have appointed through following the procedure. Their names were sponsored through Employment Exchange. They were interviewed and they were selected through selection committee and they joined services on 25-8-1977 & 26-8-1977. It is the rule of FCI that employee gets selection grade after completion of 12 years in a grade but hence they should have given selection grade in the year 1-12-1989. Beside that Sri Ayodhya Prasad and Sri Rajendra Singh were selection 25-7-77 and 18-7-1977 and were place in seniority no. 1665 & 1666.

7. It is well settled that if a party challenges the legality of order the burden lies upon him to prove illegality of the order and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman to set out the grounds to challenge that not providing the benefit of selection grade w. e. f. 1-12-1989 was illegal. It was the case of the workman that he was entitled for selection grade since 01-12-1989 but not filed any oral or documentary evidence. Neither the workman appeared in the witness box nor filed evidence in support of his case. This claim has been denied by the management; therefore, it was for the workman to lead evidence to show that he was entitled for selection grade and since 01-12-1989 and for placement of seniority in between 1665 and 1666.

8. In 2008 (118) FLR 1164 M/s Uptron Powertronics Employees Union, Ghaziabad through its Secretary vs. Presiding Officer, Labour Court (II), Ghaziabad & others,

Hon'ble High Court relied upon the law settled by the Apex Court in 1979 (39) FLR 70 (SC) Shanker Chakravarti vs. Britannia Biscuit Co. Ltd., 1979 (39) FLR 70 (SC) V.K. Raj Industries vs. Labour Court and Others, 1984 (49) FLR 38 Airtech Private Limited vs. State of U.P. and others and 1996 (74) FLR 2004 (Alld.) Meritech India Ltd. vs State of U.P. and others; wherein it was observed by the Apex Court:

“that in absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the Court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would, who would fail if no evidence is led.”

9. In the present case the workmen has stated that he was entitled for selection grade but has not produced any document and evidence in support of his case.

10. Mere pleadings are no substitute for proof. Initial burden of establishing the fact for selection grade is upon the workman which he failed to discharge. There is no reliable material for recording findings that the workmen were entitled for selection grade since 01-12-1989.

11. Accordingly, the reference is adjudicated against the workmen.

12. Award as above.

LUCKNOW 24-1-2013

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 767.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी. आई. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलोर के पंचाट (आईडी संख्या 24/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2013 को प्राप्त हुआ था।

[सं. एल-22012/341/2004-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 767.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2005) of the Central Government Industrial Tribunal -cum-Labour

Court, Bangalore as shown in the Annexure, in the Industrial Dispute between the management of FCI, and their workman, which was received by the Central Government on 4-3-2013.

[No. L-22012/341/2004-IR (CM-II)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
BANGALORE**

DATED : 15th February 2013

PRESENT : Shri S. N. NAVALGUND
Presiding Officer

C. R. No. 24/2005

I Party

Smt. N G Jayalakshmi,
W/o Late G Narayanappa,
No. 21, Koti Nelamangala,
Bangalore District.

II Party

The Senior Regional Manager,
Food Corporation of India, Reg. office,
No. 10, East End Main Road,
4th T Block, Jayanagar,
Bangalore - 560 041

Appearances

I Party : Shri V S Naik, Advocate

II Party : Shri K S Bheemaiah, Advocate

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of Sub-section (1) of Sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-22012/341/2004-IR(CM-II) dated 13-5-2005 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Food Corporation of India in prematurely retiring Smt. N. G Jayalakshmi, Dusting Operator, Whitefield FSD w.e.f. 8-7-2003 is legal and justified ? If not, to what relief

she is entitled to and from which date?”

2. After receipt of the reference while registering it in C R 24/2005 when notices were issued to both the sides they entered appearance through their respective advocate and claim statement of the I Party came to be filed on 9-11-2005 and the II Party counter statement on 19-4-2006. After completion of the pleadings on behalf of the II Party in order to substantiate the impugned action while filing the affidavit of Sh. B K Vasantha, Ex. Manager (General) examining him on oath as MW 1 got exhibited

1. Order dated 28-1-1982
2. Order dated 30-9-1992
3. Order dated 06-5-1994
4. Order dated 12-6-1997
5. Order dated 19-9-1997
6. Order dated 05-12-2001
7. Order dated 07-5-2003
8. Order dated 08-7-2003

as Ex M-1 to Ex M-8 respectively. Since he was unable to offer himself for cross-examination later on giving up his evidence while filing the affidavit of Sh. Rama Subbaiah, Area Manager examined him on oath as MW 2 and in addition to Ex M-1 to Ex M-8 that were marked in the evidence of Sh. B. K. Vasantha four documents got exhibited

1. FCI Staff Regulations, 1971
2. Ministry of Home Affairs copy dated 15-10-1977
3. Copy of D O Letter dated 8-1-1985
4. Review Committee Report

as Ex M-9 to Ex M-12 respectively. Inter alia, the I party workman while filing her affidavit examined herself on oath as WW 1 and did not produce any documentary evidence.

3. With the above pleadings oral and documentary evidence of both the sides the arguments addressed for them were heard.
4. Since the II Party prematurely retired the I Party workman invoking the provisions of its staff regulation

22(2) for habitually remaining unauthorised absent it has to be seen whether the same is justified.

5. There is no dispute the I Party workman having served 27 years but it is denied that her service was unblemished contending that from the date of appointment to 11-8-2001 since she had remained absent for 1586 days, she was placed under suspension from 30-8-2002 to 13-3-2003 and on scrutiny of the records since it was noticed that she was very much irregular and caused total dislocation of work at QC branch of FSB, Whitefield and her immediate superior submitted number of complaints to Area Manager, DO, Bangalore and the said act on the part of the I Party workman was in contravention of regulations 31, 32 and sub-regulations 5, 6, 7, 8, 9, 12, 16, 18, 19, 20, 22, 30, 32 and 38 of Regulation of 32A of FCI Staff Regulation Act, 1971, Memos were issued by the Disciplinary Authority on various occasions and there was no improvement in the approach of the I Party workmen on the allotted duties she was punished on several occasions for unauthorised absence and lack of devotion to duty as under :

- a. Awarded penalty of censure vide order No. VIG/ 320/81 dated 28-1-1982.
- b. Stoppage of two increments with cumulative effect from 1985 vide Order No. VIG/320/81 dated 17-7-1987.
- c. Awarded penalty of censure vide order No. VIG/ V&S/1/96 dated 30-9-1992.
- d. Awarded penalty of reduction of pay by 5 stages for five years vide order No. V&S/4(8)/93 dated 6-5-1994.
- e. Recorded warning vide order No. V&S/1/96.
- f. Stoppage of two increments without cumulative effect from 1-1-2002 to 1-1-2003 vide order No. V&S/ 62/NGJ-DM-WFD/01 dated 5-2-2001.
- g. Reduction of pay to the minimum of the time scale. Suspension period of 30-8-2002 to 13-3-2003 treated as 'Not on duty' vide order No. V&S/6/2/NGJ/DO/ FSD/WFD/2003 dated 7-5-2003.

6. It is further stated that it was a fact as stated in the claim statement that Head Quarter of the Charged official during her suspension period was changed from Whitefield to Bellary as per orders of SRM, FCI, RO, Bangalore and later as per court's direction the said order was modified by

order dated 7-10-2002 cancelling the change of Head Quarters from Whitefield to Bellary and the suspension was revoked and all entitled dues had been paid to her. It is further contended that a review committee was constituted as per provisions contained in the Regulation 22 of FCI Staff Regulation, 1971 and as per the instructions stipulated in the DO Letter No. 2(1)78/EI dated 8-1-1985 enclosing the ministry reference to review the performance of CAT IV officials who had attained the age of 50/55 years for the quarter ending 31-12-2002 and 31-3-2003 and the said review committee in its meeting held at Regional Office, Bangalore on 19-5-2003 while reviewing the overall performance of I Party who had attained the age of 50 years as on 31-3-2003 came to the conclusion that retiring her is in public interest and in the interest of the corporation and accordingly CA, SRM, FCI, Bangalore under powers vested in Regulation 22(2) of FCI Staff Regulation, 1971 issued pre mature retirement order to her from the FCI with immediate effect vide office order No. 14(5)/CAT IV/03 dated 8-7-2003. Thus the impugned action of the management is substantiated.

The documentary evidence produced at Ex. M-1 to Ex. M-7 do suggest as contended in the counter statement on seven occasions the I Party workman being either censored or imposed with punishment for unauthorized absence. Added to this the documentary evidence produced at Ex. M-12 do suggest that the review committee constituted as per the provisions of Rule 22 of the service condition and the DO Letter No. 2(1)78/EI dated 8-1-1985 taking into account the previous punishments imposed on the I Party workman opined she is unfit to continue in the service based on which the impugned order copy of which is produced at Ex. M-8 has been passed by the Senior Regional Manager on 8-7-2003. Therefore, absolutely I find no reason to say the action of the management of Food Corporation of India in prematurely retiring Smt. N. G. Jayalakshmi, Dusting Operator, Whitefield FSD w.e.f. 8-7-2003 being not legal or justified. Accordingly, while coming to the conclusion the impugned action of the II Party being legal and justified? I pass the following order:

ORDER

The reference is rejected holding the action of the management of FCI as legal and justified and that I Party workman is not entitled for any relief.

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 768 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, असनसोल के पंचाट (आईडी संख्या 48/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2013 को प्राप्त हुआ था ।

[सं. एल-22012/431/1994-आई आर (सी-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 768.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/1996) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 4-03-2013.

[No. L-22012/431/1994-IR (C-II)]
B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ASANSOL**

PRESENT: SRIJAYANTA KUMAR SEN, Presiding Officer

Reference No. 48 of 1996

PARTIES : The management of Bhojudih Coal Washery, M/s. BCCL, Purulia (WB)

Vs.

The Gen. Secy., CWWU(INTUC), Dhanbad (Jharkhand)

Representatives :

For the management : None

For the union (Workman) : None

INDUSTRY: COAL STATE: WEST BENGAL

Dated - 29-1-2013

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), Govt. of India through the Ministry of Labour vide its Order No. L-22012/431/94-IR(C-II) dated 18-12-96 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of M/s. B.C.C.Ltd. in not regularizing the services of contract workers working in Slurry and Transport Middling is legal and justified? If not, what relief the workmen concerned are entitled to?”

Having received the Order of Letter No. L-22012/431/94-1.R.(C-II) dated 18-12-96 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 48 of 1996 was registered on 26-12-96 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the case record, it has been found that the workman is neither appearing nor taking any step since December, 2005. It seems that the workmen is now no more interested to proceed with the case further. The case is also too old - 1996. As such, the case is closed and accordingly an order of “No Dispute Award” is hereby passed.

JAYANTA KUMAR SEN, Presiding Officer

नई दिल्ली, 4 मार्च, 2013

का.आ. 769 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस. ई. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (आईडी संख्या 85/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2013 को प्राप्त हुआ था ।

[सं. एल-22012/270/2004-आई आर (सीएम-II)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 4th March, 2013

S.O. 769.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 85/2005) of the Central Government Industrial Tribunal -cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 4-03-2013.

[No. L-22012/270/2004-IR (CM-II)]
B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/85/2005

PRESIDING OFFICER: MOHD. SHAKIR HASAN

Shri.B. N. Singh,
Sr. Vice President,
Rashtriya Colliery Mazdoor Congress (INTUC),
Resi. Babuline, Main Post Rajnagar Colliery,
M.P. ...Workman

Versus

Chief General Manager,
Hasdeo Area of SECL,
PO South Jharkhand Chhattisgarh ...Management

AWARD

Passed on this 15th day of February, 2013

1. Present reference is received under letter dated 22-8-2005 from Government of India, Ministry of Labour, New Delhi. The reference as per Notification No. L-22012/270/2004-IR (CM-II) is referred under Section 10 of ID.Act. The dispute under reference is:

“Whether the action in not promoting Shri Shiv Prasad, S/o Shri Ram Pratap, Telephone Lineman Category IV (Surface) to Sr. Line Man (T&S) Grade-D by Chief General Manager, Hasdeo of SECL is legal? If so what relief the workman is entitled?”

2. After service of notice, workman submitted Statement of Claim at page-5 to 5.3. The case of the Party

No.1/workman is that he was initially appointed at South Jhimar Colliery vide order dated 6-6-95, he was promoted as Lineman Category IV then transferred to Kurja Sub Area. Since then 1st Party workman was working as Telephone Lineman in Category IV. Since 1995, he had not received promotions as per Cadre Scheme of Telecom. He has completed one year training and is entitled for promotion to the post of Line Helper Category II (Surface) on completion of 3 years service as Sr. Line Man Grade -“D”. It is further submitted that he is entitled to promotion for the said post, in 1997. As per letter dated 22-2-98, Personal Manager Hasdeo Area called details of the persons eligible for promotion by DPC. The 1st party/workman was not given intimation, he was not given promotional benefits, no DPC meeting was called after 22-2-98. That as per the provisions of Coal Wage Agreement order No. 2136 dated 19-1-2003 issued by Personal Manager Kurja Sub Area. Workman is getting SLU as Grade "D". That Para-19 of the Coal Wage Agreement provides that 4 promotions shall be given to every workman. 1st party workman had submitted his grievances through RKKMS(INTUC) Union but 5 meetings were held in the matter. 1st party did not get promotion as per the coal agreement. On above grounds, he prays for benefit of promotion to the post of Senior Lineman Grade-IV(Surface).

3. Management filed Written Statement at page 6/1 to 6/6. The claim of workman is denied. The reference order is vague. There is no mention from which date workman has claimed the promotional benefits to Line Man Grade IV. The services of the employees of IIInd Party are governed by NCWA, standing orders. The National Coal Wage Agreement provides for job nomenclature, cadre scheme formulated for each category of employee. The promotional channel of telecom personnel lineman category to Asstt. Supervisor (line) is provided in Annexure XIII-6. That there is no provision in Cadre Scheme for a time bound promotion. The promotion depends on the basis of vacancy, sanctioned posts and administrative requirements. Workman eligible for promotion as per the Cadre Scheme cannot demand for promotion as a matter of right. 1st party workman was initially appointed as General Mazdoor Category I in South Jharkhand Colliery. He was promoted to Category II and Category IV. Thereafter he was transferred to Kurja Sub Area of Hasdeo Area. That no DPC was conducted for promotion of employees for the post of Sr. Lineman Grade "D" for vacancies of said post. The workman is trying to interpret the cadre scheme to suit his object. The cadre scheme applicable to workman provided by management is self explanatory. Several disputes were raised by different Unions, discretion had taken place in the meeting at different levels of the colliery. On above

contentions IIInd party management prays for rejection of the claim of Ist party workman.

4. Considering pleadings between the parties, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below :-

(i) Whether the action in not promoting Shri Shiv Prasad, S/o Shri Ram Pratap, Telephone Lineman Category IV (Surface) to Sr. Line Man (T&S) Grade-D by Chief General Manager, Hasdeo of SECL is legal	In negative
(ii) If so, what order as to compensation/relief?"	Demand of 1st party/ workman is rejected

REASONS

5. In present reference, 1st party workman has raised grievance that IIInd party management has not granted him promotion to the post of Sr. Line Man Grade D is illegal. However the workman has not adduced any evidence. The pleadings in statement of claim of 1st party workman finds reference that the Coal Wage Agreement-6 in Para-19 states that atleast 4 promotion shall be given to every workman while in service. The said contentions of the workman is not supported by the documents on record. NCW A in that regard is not produced by the workman. As per IIInd party management, the cadre promotions are provided. Document M-1 at Page 6/7 is a copy of Cadre Scheme. Clause b(iii) finds reference of Lineman Category Promotion provided in Annexure XIII-6. The affidavit of evidence filed by management's witness Arun Kumar Shrivastava gone unchallenged. The management's witness was not cross-examined by workman. In para-6 of the affidavit of his evidence, the witness stated that workman was appointed as General Mazdoor Cat-I, he was given promotion to Cat-II, Cat-IV, thereafter no DPC was conducted for promotion of the employees to the post of Sr. Lineman. The evidence remained unchallenged. I find no reasons to discard his evidence. From the reasons stated above, I donot find substance in the grievance of workman raised in the dispute. Therefore I record my finding in Point No.1 as negative. In the result demand of workman for promotion to Lineman Gr.D is rejected. The reference is disposed.

R. B. PATLE, Presiding Officer

नई दिल्ली, 5 मार्च, 2013

का.आ. 770 .—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के

बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, 1, धनबाद के पंचाट (संदर्भ संख्या 10/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2013 को प्राप्त हुआ था ।

[सं. एल-20012/374/1997-आई आर (सी-I)]
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th March, 2013

S.O. 770 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10 of 2000) of the Central Government Industrial Tribunal -cum-Labour Court No.1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s.BCCL and their workman, which was received by the Central Government on 4-03-2013.

[No. L-20012/374/1997-IR (C-I)]
M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

IN THE MATTER OF A REFERENCE U/s 10 (I) (D) (2A) OF I.D.ACT, 1947.

Ref. No. 10 of 2000

Employers in relation to the management of Katras Area of M/s. B. C.C.L.

AND

Their workmen

Present:- Sri Ranjan Kumar Saran, Presiding officer

Appearances :

For the Employers : Sri U.N.Lal, Advocate

For the Workman : None

State : Jharkhand Industry : COAL

Dated - 12-2-2013

AWARD

By Order No.L-20012/374/97-IR (C-I), dt.20-12-99, the Central Government in the Ministry of labour has, in exercise

of the powers conferred by clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“क्या राष्ट्रीय कोलियरी मजदूर संघ की मांग कि श्री लक्ष्मी विश्वकर्मा एवं सूची में दिए गये अन्य 7 कर्मकार को उपयुक्त वर्ग में तथा उपयुक्त वेतन एवं अन्य लाभ देते हुए बी.सी.सी.एल., कतरास क्षेत्र के प्रबंधतंत्र द्वारा नियमित किया जाए, उचित एवं न्याय संगत है ? यदि हां तो कर्मकार किस राहत के पात्र हैं तथा किस तारीख से ?”

After receipt of the reference, both parties filed their claim statements, documents and rejoinder. Thereafter the case is fixed for evidence. But neither the workman nor the Union produced any witness and the case lingered since long. In the premises of the case it is felt that there is no dispute between the parties. Hence no dispute award is passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मार्च, 2013

का.आ. 771 .—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, धनबाद के पंचाट (संदर्भ संख्या 66/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2013 को प्राप्त हुआ था ।

[सं. एल-20012/631/1997-आई आर (सी-I)]
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th March, 2013

S.O. 771 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66 of 98) of the Central Government Industrial Tribunal -cum-Labour Court No.1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 4-03-2013.

[No. L-20012/631/1997-IR (C-I)]
M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

IN THE MATTER OF A REFERENCE U/s 10(1) (D) (2A) OF I.D. ACT, 1947.

Ref. No. 66 of 1998

Employers in relation to the management of
Ghanoodih Colliery of M/s. B. C.C.L.

AND

Their workmen

Present :- Sri Ranjan Kumar Saran, Presiding Officer

Appearances:

For the Employers. : None

For the workman.: Sri Shanti Gopal Pal,
Concerned workman

State :- Jharkhand Industry: Coal

Dated.12 -2-2013

AWARD

By Order No.L-20012/631/1997-IR (C-I), dt.14/08/1998, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of the Union that Sri Shanti Gopal Pal EP Electrician Gr. C. of Ghanoodih Colliery be placed as Grade -C staff is legal & justified ? If not, to what relief the workman is entitled ?”

2. The case is received from the Ministry of Labour on 1-09-1998. After notice both parties appeared, the workman/Union files their written statement on 15-2-1999. The claim of the workman is that he is to be promoted in due time, but the management without considering his case of promotion, promoted his junior to higher category post. The workman in support of his claim exhibited certain documents and examine himself in the case. The management cross examined him. But from the side of management none examined nor they filed documents and even did not argue the case.

3. Perused the claim statement and documents filed by the workman. The management nowhere stated that the workman was not suitable for promotion or that he is not due for promotion nor controverted the claim of the workman. Rather in the counter of the employer it is submitted in paragraph-2 that, they regularised the workman in category "D" on 1/2-11-1983 and in the subsequent paragraph -3 the employer submitted that the workman has been regularised in category "D" from 22-4-88.

4. The question is when the workman was regularised in the post of category "D" on 1/2-11-1983 why he will be again regularised in the said post from 22.4.1988. No reason was assigned by the management.

5. In the opinion of the Tribunal since there is no adverse remark against the workman, he is to be regularised in next higher category on 22-4-1988 as category "C" workman not as category "D".

6. Accordingly the demand of the union that Sri Shanti Gopal pal EP Electrician Gr.C be placed as Grade C staff is legal & justified.

7. Hence the workman be given promotion to the post of Grade "C" on 22-4-88 and he be given all the benefits which is accrued in the said post as 22-4-1988.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मार्च, 2013

का.आ. 772.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, धनबाद के पंचाट (संदर्भ संख्या 42/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-3-2013 को प्राप्त हुआ था।

[सं. एल-20012/66/2008-आई आर (सीएम-I)]
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 5th March, 2013

S.O. 772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42 of 2008) of the Central Government Industrial Tribunal -cum-Labour Court No.1, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 4-03-2013.

[No. L-20012/66/2008-IR (CM-I)]
M. K. SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.**
**IN THE MATTER OF A REFERENCE U/S 10(1)(D)(2A)
OF I.D. ACT, 1947.**

Ref. No. 42 of 2008

Employers in relation to the management of Mudidih (W) Colliery of M/s. B. C. C. L.

AND

Their workmen.

Present:- Sri Ranjan Kumar Saran, Presiding Officer

Appearances:

For the Employers : Sri D.K. Verma, Advocate

For the workman. : None.

State : Jharkhand

Industry: Coal

Dated : 12- 2-2013

AWARD

By Order No.L-20012/66/2008-IR (CM-I), dt.22/09/2008, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the action of the management of Mudidih (W) Colliery of M/s BCCL in not providing dependent employment to Sri Jhunu Beldar S/o Late Sadasia Beldar, Screening Mazdoor under the provision of NCWA is justified and legal? (ii) To what relief is the dependent son of the concerned workman entitled ?”

After receipt of the reference, both parties filed their claim statements, documents and rejoinder. Thereafter the case is fixed for evidence. But neither the workman nor the Union produced any witness and the case lingered since long. In the premises of the case it is felt that there is no dispute between the parties. Hence no dispute award is passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 5 मार्च, 2013

का.आ. 773.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 185/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-3-2013 को प्राप्त हुआ था।

[सं. एल-41012/35/99-आई आर (बी-I)]
बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 5th March, 2013

S.O. 773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 185/99) of the Central Government Industrial Tribunal -cum-Labour Court, Kanpur, as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway and their workman, which was received by the Central Government on 5-03-2013.

[No. L-41012/35/99-IR (B-I)]

B. M. PATNAIK, Desk Officer

ANNEXURE

**BEFORE SRI RAM PARKASH, HJS, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, KANPUR**

Industrial Dispute No. 185/99

Between

Sri Rajender Son of Sri Chhedi,
No.2, resident of 465 (CPC) Railway Colony,
Mall Godam, Kanpur.

And

The Sr. Divisional Medical Officer,
Northern Railway,
Loco Hospital,
Kanpur.

AWARD

1. Central Govt, MoL, New Delhi, vide notification No. L-41012/35/99-IR (B-1) dated 05-07-99, has referred the following dispute for adjudication to this tribunal—

2. Whether the action of the management of Northern Railway in terminating the services of Sri Rajender with effect from 07-06-97 is justified? If not what relief the workman is entitled for?

3. Brief facts of the case are—

4. It is claimed by the workman that he was appointed at the post of Safai worker on 29-12-88 on permanent basis. In the year 1993 the wife of the claimant became the victim of serious illness. The claimant remained busy in connection of her treatment during the period 28-11-94 to 28-3-95 by remaining absent from the services of the railways. Claimant has also made aware to the office about the illness of his wife. It is important to note over here that it is the own case of the claimant that for want of sanctioned leave he remained busy in the treatment of her ailing wife for the period mentioned above. It is further pleaded by the claimant that 07-05-95 he appeared in the office along with medical certificate dated 06-05-95, of his wife and requested to permit him to resume his duties, but instead of allowing him to resume his duties, the railway administration asked the claimant to receive the charge sheet. and give reply of the same. It is further claimed that the administration has issued charge sheet on 23-03-95, wherein the claimant was shown to have remained on unauthorized absence from 28-11-94 to 28-03-95 and after serving the charge sheet on him he was allowed to resume duties with effect from 06-06-95. He replied the charge sheet on 10-5-95 and also enclosed therewith medical certificate regarding illness of his wife and by explaining the circumstances he requested that the charge sheet be set aside. Vide order dated 30-07-95 one Sri A. K. Datta ADMO was appointed as enquiry officer. It is further

stated that again his wife became victim of serious illness he remained busy in the treatment of his wife during the period 26-2-96 to 10-03-97 at Unnao under Doctor SL Chowdhary. The claimant appeared in the office along with medical certificate and requested for his duties but he was refused to join his duties on the pretext that the enquiry officer has completed ex parte inquiry in his absence and inquiry report has been submitted before the disciplinary authority and only after the disposal of the same any action in his case is possible. It is also claimed that inquiry officer has conducted and completed the inquiry behind the back of the claimant and without any information as a result of the same he was prevented with an opportunity to make; effective defense. It is also alleged that during the period he remained busy in connection with the treatment of his ailing wife, inquiry officer completed the inquiry during that period. It is also claimed that the fact that the claimant is remained busy in connection with the treatment of his ailing wife and is absent from duty from 27-12-95 was well within the notice of the inquiry officer. He was held guilty for unauthorized absent from duty by the inquiry officer for the period 28-11-95 to 28-3-96 and on the basis of finding of the enquiry officer; his services were removed by the disciplinary authority with effect from 07-06-97. Inquiry report is not on the basis of allegation of the chargesheet, therefore, inquiry report is perverse. In this way it is claimed by the claimant that the entire enquiry held by the inquiry officer is against the principles of natural justice and is liable to be set aside.

5. On the basis of above it has been prayed that the dismissal order dated 07-06-97 be set aside and he be directed to be reinstated in the service of the railway with continuity of service and full back wages.

6. On the other hand the claim of the claimant has been contested by the opposite party wherein the claim of the claimant has been challenged on a number of grounds. It is stated that the claimant remained absent during the period 28-11-94 to 28-03-95 unauthorizedly. It is denied that the claimant ever presented himself in the office of the opposite party on 07-05-95 along with medical certificate. It is admitted by the opposite party that the claimant appeared for duty on 08-5-95 and since he remained continuously absent from his duty with effect from 28-11-94, therefore, he was issued charge sheet dated 28.03.95 and was sent at his quarter allotted by the railway administration through registered post as well as the same was got received by the workman on 08-05-95. Opposite party has denied the fact that the claimant was allowed to resume his duties on 05-06-95. On the basis of his written request the claimant was allowed his duties under orders dated 4-06-95 of the competent authority. It is stated that since the workman, remained absent from his duty without any prior information or prior approval of sanctioned leave, therefore, under the compelling circumstances the

opposite party had to issue major penalty charge sheet in form SF-5, and ADMO, Kanpur, was appointed inquiry officer. It is totally denied by the management that the claimant had ever applied in writing requesting to allow him to resume duty along with medical certificate. Delinquent employee had never submitted any medical certificate dated 10-3-97. Inquiry officer vide his letters dated 29-05-95, 16-10-95, 10-3-96 and 31-5-96 had directed the workman to appear before the inquiry and cooperate with the inquiry, but he failed. It is stated by the opposite party that had at all the wife of the workman was ill, the workman was free to get treatment from the railway hospital but this has not been done by the workman which clearly reflects that the workman deliberately remained on unauthorized absent from his duty and to cover up his guilt he cooked up a false story which is not acceptable under any circumstances. It is also claimed by the opposite party that the workman was fully aware about the fact that the inquiry is pending against him but he deliberately did not appear in the inquiry. It is denied that he was not given any opportunity of defense by the inquiry officer. The inquiry officer has rightly opined that the charges stands proved against the workman and has rightly submitted his finding, to the disciplinary authority. There is no illegality in the order of punishment which has been passed on the basis of proved misconduct against the workman by the disciplinary authority. He was found habitual of remaining absent from duty without any information or prior approval of sanctioned leave. There is no breach of rules of natural justice and no perversity in the report of inquiry submitted by the inquiry officer.

7. Therefore, it has been prayed that the workman is not entitled for any relief and his claim is liable to be rejected.

8. Workman has also filed rejoinder wherein nothing new has been alleged except what has been stated in the statement of claim.

9. It is pertinent to mention here that one Smt Rani, purported to be the wife of the claimant moved an application supported with affidavit on 12-05-2000. She has informed the tribunal that her husband the present workman died on 25-03-2000, therefore, she should be allowed to become a party to the present dispute, the said application was allowed by the tribunal vide order dated 25-03-2000.

10. Workman vide list dated 16-08-03 has filed charge sheet dated 28-3-95 in original, inquiry report in original, order of punishment dated 07-6-97 and appellate order dated 04-06-98.

11. Vide list of document dated 12-4-01 workman has filed 9 documents, like copy of charge sheet, reply to the charge sheet, medical certificate, copy of application for permitting to resume duty, copy of application dt.10-3-97

to the same effect, copy of removal order dated 07-6-97 inquiry report, copy of appeal and copy of appellate order passed by the appellate authority.

12. In para 2 of the statement of claim the workman has clearly admitted the fact that he remained absent from duty during the period 28-11-94 to 28-3-95 as no leave was sanctioned in his favor. The workman in his entire claim statement has no where whispered even a single word that he at any point of time had applied for leave on any ground. Therefore, when he never applied for leave before the authorities of the opposite party, it would mean that the allegation of charge sheet is admitted to him.

13. Although in the instant case a preliminary issue regarding fairness of the inquiry was framed and arguments of the parties were heard.

14. After a careful perusal of the file the tribunal came at a conclusion that it would be absolutely futile exercise if preliminary is decided first because the inquiry held by the enquiry officer is going to be held to be legal just and fair.

15. The opposite party has also filed 28 documents vide list dated 14-10-04, which are related with the inquiry.

16. I have heard the arguments of the parties at length and have perused the entire file.

17. In Para 2 of the statement of claim the workman has clearly admitted the fact that he remained absent from duty during the period 28-11-94 to 28-3-95 as no leave was sanctioned in his favor. The workman in his entire claim statement has no where whispered even a single word that he at any point of time had applied for leave on any ground. Therefore, when he never applied for leave before the authorities of the opposite party, it would mean that the allegation of charge sheet is admitted to him.

18. It is the case of the workman that the inquiry was held ex parte by the inquiry officer behind his back knowing the fact that the workman is not present on duty and is busy in the treatment of his ailing wife. He was not afforded adequate opportunity for his effective defense. Rules of natural justice had been flouted by the inquiry officer during the conduct of inquiry. Enquiry report, punishment order, as well as appellate order being passed without application of proper mind is liable to be set aside.

19. On the contrary it is the case of the opposite party that the workman was given every reasonable opportunity to participate and cooperate with the inquiry but he deliberately did not appear before the inquiry and if at all his wife was ill he should have taken her in the railway hospital for treatment. Having not been done so, the theory of illness of his wife is not acceptable and he tried to cook a false story to cover up his guilt. The inquiry officer has taken all reasonable steps to inform the workman to participate and cooperate with the inquiry but he failed.

20. Having given anxious consideration to the facts and circumstances of the case, I am of the view that the inquiry officer has not committed any breach of rules of natural justice in the conduct of inquiry against the workman. Moreover the charge stands proved from the own statement of the workman made in Para 2 of the statement of claim where the workman has clearly admitted the fact that he remained absent from duty during the period 28-11-94 to 28-3-95 as no leave was sanctioned in his favor. The workman in his entire claim statement has nowhere whispered even a single word that he at any point of time had applied for leave on any ground. Therefore, when he never applied for leave before the authorities of the opposite party, it would mean that the allegation of charge sheet is admitted to him.

21. I also find that the case of the workman is not acceptable particularly when he was a railway employee and was having opportunity to get treatment of his ailing wife from the railway hospital why he did not avail that facility available to him. I find force in the contention of the management that to cover up his absence without any sanctioned leave he cooked up a false story of the illness of his wife and he knowingly and willingly the fact that inquiry is pending against him did not participate in the inquiry.

22. Therefore, under these circumstances, the allegation of the workman that the inquiry officer has conducted ex parte inquiry behind his back is not acceptable because the inquiry officer has taken all the reasonable steps to inform the workman regarding the progress of the inquiry and directed him to appear and participate in the inquiry. The management has also filed documentary evidence which is paper no. 18/32 envelop in original which was sent to the workman through registered post with AID but was received unserved.

23. Having considered the overall aspect of the matter and legal position, I am of the confirm view that the inquiry held against the workman does not suffers from infirmity and is found in consonance with the principles of natural justice. I have given full opportunity to the parties on the point of quantum of punishment. None was present on behalf of deceased workman, nor his authorized representative and nor his widow to argue the case. Even thereafter I have considered the facts. and circumstances of the case on the point of punishment. Also considering the conduct of the workman, punishment awarded to him by the disciplinary authority cannot be held to be excessive having regard to the gravity of the charges. Punishment fully commensurate with the gravity of the charges and I do not find that there is any place to interfere with the punishment awarded to the delinquent employee.

24. Therefore, it is held that there is neither any illegality in the conduct of inquiry nor any perversity in the report of the inquiry officer. Punishment awarded

commensurate with the gravity of charges as such do not require any interference at the hands of the tribunal.

25. Action of the opposite party in removing the workman from service with effect from 07-06-97 is legal and justified. Workman is not entitled for any relief.

26. Reference is answered accordingly against the workman and in favor of the management.

Date. 4-02-2013

RAM PARKASH, Presiding Officer

नई दिल्ली, 8 मार्च, 2013

का.आ. 774.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (आई डी संख्या 184/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-03-2013 को प्राप्त हुआ था।

[सं. एल-20012/268/1996-आई आर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 8th March, 2013

S.O. 774.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 184/1997) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 08-3-2013.

[No. L-20012/268/1996-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/s 10(1)(D) (2A)

OF I.D.ACT, 1947.

Ref. No. 184 of 1997

Employers in relation to the management of Dugda

Coal Washery of M/s B.C.C.L.

AND.

Their workmen.

Present :- Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers. : None

For the workman. : Sri U. P. Sinha, Advocate

State : Jharkhand.

Industry : Coal.

Dated. 18-02-2013

AWARD

By Order No.L-20012/268/96-IR (C-I), dt.28/10/1997, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-

section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Dugda coal washery of M/s BCCL in dismissing the Services of Shri Ram Singh w.e.f. 29-12-1994 is justified? If not, to what relief is the concerned workman entitled?”

2. Both parties are noticed. They submitted their claim statements. This is a case of dismissal, Preliminary enquiry held. Both management and workman each examined witness. On behalf of the management number of documents are exhibited. This Tribunal after considering the evidence adduced by the parties, perusing the documents observed that the domestic enquiry was not fair and proper and concluded that without fair and proper domestic enquiry, the management dismissed the workman. Against that order, the management did not approach the higher forum for setting a side that order, which attains finality.

3. During argument in the main case, the management counsel or its officer did not appear and the workman has also died in the meantime. This court perused the evidence of the parties. The workman also tried prior to trial and on his behalf another co-worker was examined. But on behalf of the management the witness submitted that, he did not know that the workman was a heart patient or not. He even unable to say, what particular misconduct was done by the workman.

4. The MW-I Sri Ram Ekbal Singh was suggested that the workman was dismissed for his involvement in Union activities only but that was neither denied or accepted by the MW-I. who only expresses his ignorance.

5. This being the situation it can not be said that the dismissal was proper. Mere marking of certain documents without supporting the same by reliable oral evidence and without the proof of gross illegality of the workman in his work place dismissal of the same is not accepted.

Hence the dismissal of the workman is not fair & proper. Since the workman has died in the meantime, he be given his dues and death benefits. During the period of dismissal he be given 50% of back wages.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 8 मार्च, 2013

का.आ. 775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (आई डी संख्या 75/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-3-2013 को प्राप्त हुआ था।

[सं. एल-20012/97/2002-आई आर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 8th March, 2013

S.O. 775 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 75/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 8-3-2013.

[No. L-20012/97/2002-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1)(D)(2A)
OF I.D.ACT, 1947

Ref. No. 75 of 2002

Employers in relation to the management of E.J Area of
M/s .B.C.C.L.

AND

Their workmen

Present:- Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers. : Sri U.N.Lal Advocate

For the workman. : Sri N.G. Arun, Rep.

State : Jharkhand

Industry : Coal

Dated.18-2-12013

AWARD

By Order No.L-20012/97/2002-IR (C-I), dt. 17-07 -2002, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :

SCHEDULE

“क्या रा.को.म. संघ को भा.को.को.लि. ई.जे. क्षेत्र के प्रबंध तंत्र से मांग कि कर्मकार श्री शंकर बनर्जी को अतिरिक्त रोजगार अर्जित

करने के उपलक्ष में अग्रिम वेतनवृद्धि प्रदान की जाए उचित एवं न्याय संगत है ? यदि हां तो कर्मकार किस राहत के पात्र है तथा किस तारीख से ?”

2. After receipt of the reference by the Ministry on 2-8-2002 , the parties are noticed. The Sponsoring Union filed their written statement and claim on 18-12-2002 . This Tribunal perused the Written statement, document and evidence of the both side. The Short point involved in this case, whether the workman is entitled to get an extra increment after he has achieved extra qualification of computer course.

3. The case of the management is that the workman before achieving the computer degree has not obtained the permission from competent authority. On the other hand the workman submitted that he after taking permission from competent authority completed his computer course through distance education and submitted his certificate for getting his advance increment. But the appropriate authority did not comply his requests.

4. On behalf of the workman and the management one witness each examined and workman produced nine document i.e W-1 to W-9. W-1 filed by the workman shows that he has applied for permission for study. W-2 is the order of permission to continue study by workman. W-3 is the letter that the institution where the workman completed his study is a competent university. W-4 to W-6 mark sheets of the concerned workman namely Sri Shanker Banerjee issued by the institution. W-7 is the certificate of pass of the workman. Though the management's document show that, recommendation was made for grant of increment and that has been refused on flimsy grounds that permission was not granted by competent authority. But when the permission was sought by the workman, that could have been refused or forwarded to competent authority for permission. But allowing staff to prosecute his study and after he completed the study came out successful, the management ought not refuse him the benefits.

5. Therefore the workman is entitled to get the advance increment from the date he passed the computer and completed the computer course.

The reference answered in positive in favour of the workman and he is to get an advance increment as prayed for.

Accordingly the demand of the workman Sri Shanker Banerjee is legal and justified to grant an advance increment for achieving extra qualification.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 8 मार्च, 2013

का.आ. 776.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 धनबाद के पंचाट (आई डी संख्या 129/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-3-2013 को प्राप्त हुआ था।

[सं. एल-20012/290/1990-आई आर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 8th March, 2013

S.O. 776.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 129/1991) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 8-3-2013.

[No. L-20012/290/1990-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT

INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1)(D)(2A)
OF I.D.ACT. 1947.

Ref. No. 129 of 1991

Employers in relation to the management of
M/s .B.C.C.L. Koyla Bhawan, Dhanbad.

AND

Their workmen.

Present:- Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers. : Sri D. K. Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry : Coal.

Dated.18-2-2013

AWARD

By order No.L-20012/290/90-IR (C-I), dt.13-11-91, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal :

SCHEDULE

“Whether the demand of Union for reinstatement of following workmen with full back wages by the management of M/S BCCL, Koyla Nagar Dhanbad is Justified? If so, to what relief the workmen are entitled and from what date?”

(1) Shri Ram Surat Singh, S/o Shri Basu Kumar Singh
Vill . Chandpur Bhalonia,

P.O Bacita Distt. Aurangabad.

(2) Shri Rajbali Singh, S/o Shri Bal Swaroop Singh
Vill-Pauti, P.O-Delia, via-Nabinagar,
Dist-Aurangabad.

After receipt of the reference parties are noticed, they filed their claim statement, rejoinder and document from the side of workman one of the workman examined, cross examined, discharged. Management did not adduce any oral evidence. But later seen either party lost interest in prosecuting the case. Lost interest also. Hence it is felt there is not dispute between the parties Hence No Dispute award is passed and communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 8 मार्च, 2013

का.आ. 777.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1 धनबाद के पंचाट (शिकायत नम्बर 1/2011 arising out of Ref. No. 104/2000 धारा 33 ए के अंतर्गत) को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-3-2013 को प्राप्त हुआ था।

[सं. एल-20013/2/2013-आई आर (सी-II)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 8th March, 2013

S.O. 777.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (filed under Section 33-A in the matter of Complaint No. 1 of 2011 arising out of Ref. No. 104/2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 8-3-2013.

[No. L-20013/2/2013-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

In the matter of a Complaint U/s 33-A of the
ID. Act, 1947

Complaint No.1 of 2011
(Arising out of Ref. 104/2000)

Sri Premchand Kustore, Regional Hospital

P.O. Kustore

P.S. Kenduadih, DhanbadComplainant

Vs

C.M.O	
Regional Hospital	
Kustore Area , M/S BCCL	
P.O- Kustore	
Dist - DhanbadOpposite party

Present :- Shri R. K. Saran, Presiding Officer

Appearance :

For Complainant :- None

For Opp. Party, Sri D.K.Verma, Advocate

Industry: Hospital (Coal)

Dated 13-2-2013

AWARD

Present complaint filed by the workman against the management. Since the management, during the pendency of the dispute changed the service conditions of the workman. But during the pendency of the dispute the workman withdraw the complaint with the leave of the Court since long. Hence there is no dispute between the parties. Hence no dispute award is passed in this case.

R. K. SARAN, Presiding Officer

नई दिल्ली, 12 मार्च, 2013

का.आ. 778 .—राष्ट्रपति, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कोलकाता के पीठासीन अधिकारी के रिक्त पद हेतु लिंक अधिकारी के रूप में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय सं: 1 मुंबई के पीठासीन अधिकारी, श्री गौरी शंकर सरफ के कार्यकाल को 27-2-2013 से 30-6-2013 तक की अवधि अथवा नियमित पदधारक की नियुक्ति होने तक अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, तब तक के बढ़ाते हैं।

[सं. ए-11016/3/2009-सी एल एस-II]

एस. के. सिंह, अवर सचिव

New Delhi, the 12th March, 2013

S.O. 778 .—The President is pleased to extend the additional charge of the post of Presiding Officer of the CGIT-cum-Labour Court, Kolkata to Justice Shri G. S. Sarraf, Presiding Officer, CGIT-cum-Labour Court No.1, Mumbai for the period from 27-2-2013 to 30-6-2013 or till the post is filled on regular basis or until further orders whichever is the earliest.

[No. A-11016/3/2009-CLS-II]

S. K. SINGH, Under Secy.